UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **April 2, 2018**

USA Compression Partners, LP
(Exact name of registrant as specified in its charter)

Delaware	**1-35779**	**75-2771546**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

100 Congress Avenue
Suite 450
Austin, TX 78701

Registrant's telephone number, including area code: **(512) 473-2662**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company x

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. x

Introductory Note

On April 2, 2018, USA Compression Partners, LP, a Delaware limited partnership (the "Partnership"), completed the previously announced acquisition (the "CDM Acquisition") of all of the issued and outstanding membership interests of CDM Resource Management LLC, a Delaware limited liability company ("CDM"), and CDM Environmental & Technical Services LLC, a Delaware limited liability company ("CDM E&T"), from Energy Transfer Partners, L.P., a Delaware limited partnership ("ETP"), in exchange for aggregate consideration of approximately $1.7 billion, consisting of (i) 19,191,351 common units representing limited partner interests in the Partnership ("Common Units"), (ii) 6,397,965 Class B units representing limited partner interests in the Partnership ("Class B Units") and (iii) $1.232 billion in cash (including customary closing adjustments) (collectively, the "Contribution").

The purchase price was determined based on arm's length negotiations. Prior to the CDM Acquisition and related transactions, there were no material relationships between ETP and its affiliates, on the one hand, and the Partnership or any of its affiliates, directors, officers or any associate of such directors or officers, on the other hand.

Item 1.01 Entry into a Material Definitive Agreement.

Registration Rights Agreement with ETE, ETP and USAC Holdings

On April 2, 2018, in connection with the CDM Acquisition, the Partnership entered into a Registration Rights Agreement (the "Contribution Registration Rights Agreement") with Energy Transfer Equity, L.P., a Delaware limited partnership ("ETE"), ETP and USA Compression Holdings, LLC, a Delaware limited liability company ("USAC Holdings"), relating to the registered resale of the Common Units owned by ETE, ETP and USAC Holdings (including, in the case of ETP, Common Units issuable upon the conversion of the Class B Units) (the "Registrable Units"). Pursuant to the Contribution Registration Rights Agreement, the Partnership is required to use its commercially reasonable efforts to file a registration statement at the request of a holder of Registrable Units for such registered resale with respect to the Registrable Units of such requesting holder; *provided*, that the Partnership shall only be obligated to prepare and file such registration statement (i) with respect to any request by ETE or ETP, if the amount of Registrable Units to be registered for resale by ETE and/or ETP is greater than or equal to at least five percent (5%) of the then-outstanding Registrable Units beneficially owned by ETE and ETP, (ii) with respect to any request by ETE or ETP, if the request is made after the expiration of the Holding Period (as defined in the Contribution Registration Rights Agreement) and (iii) if the request is made after the expiration of any applicable lock-up period imposed by the Partnership in connection with any underwritten offering of the Partnership's securities; and *provided*, *further*, that the Partnership shall not be required to effect more than (A) three registrations on behalf of ETE; and (B) three registrations on behalf of ETP.

If the Partnership fails to cause the registration statement to become effective within 180 days after the date it is filed, the Partnership will be required to pay certain amounts to the holders of the Registrable Units as liquidated damages. In certain circumstances, and subject to customary qualifications and limitations, the holders of Registrable Units will have piggyback registration rights on offerings of Common Units for the Partnership's own account and/or for another person, and the holders will have rights to request that the Partnership initiate underwritten offerings of Common Units; *provided*, that the Partnership will not be required to effect more than (i) two underwritten offerings of Registrable Units in any 360-day period on behalf of ETE and ETP and (ii) two underwritten offerings of Registrable Units in any 360-day period on behalf of USAC Holdings.

The foregoing description of the Contribution Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Contribution Registration Rights Agreement, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Equity Restructuring

On April 2, 2018, in connection with the closing of the CDM Acquisition, the Partnership consummated the transactions contemplated by the Equity Restructuring Agreement (the "Equity Restructuring Agreement") dated January 15, 2018, by and among the Partnership, USA Compression GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "General Partner"), and ETE, including, among other things, the cancellation of the Partnership's incentive distribution rights (the "Cancellation") and conversion of the

Partnership's General Partner Interest (as defined in the Equity Restructuring Agreement) into a non-economic general partner interest (the "Conversion" and, together with the Cancellation, the "Restructuring"), in exchange for the Partnership's issuance of 8,000,000 Common Units to the General Partner. In addition, at any time after one year following the closing, ETE will have the right to contribute (or cause any of its subsidiaries to contribute) to the Partnership all of the outstanding equity interests in any of its subsidiaries that owns the General Partner Interest in exchange for $10,000,000 (the "GP Contribution"); provided that the GP Contribution will occur automatically if at any time following the closing (i) ETE or one of its subsidiaries (including ETP) owns, directly or indirectly, the General Partner Interest and (ii) ETE and its subsidiaries (including ETP) collectively own less than 12,500,000 Common Units. The terms of the Equity Restructuring Agreement are more fully described in the Partnership's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 16, 2018 (the "Signing 8-K"), which description is incorporated herein by reference.

Series A Preferred Unit and Warrant Private Placement

As reported in the Signing 8-K, the Partnership entered into a Series A Preferred Unit and Warrant Purchase Agreement (the "Purchase Agreement") with certain investment funds managed or sub-advised by EIG Global Energy Partners ("EIG") and other investment vehicles unaffiliated with EIG (collectively, the "Purchasers") to issue and sell in a private placement (the "Private Placement") $500 million in the aggregate of (i) newly authorized and established Series A Preferred Units representing limited partner interests in the Partnership (the "Preferred Units") and (ii) warrants to purchase Common Units (the "Warrants"). Pursuant to the terms of the Purchase Agreement, on April 2, 2018, the Partnership issued 500,000 Preferred Units to the Purchasers at a price of $1,000 per Preferred Unit, less a 1.0% structuring and origination fee, for total net proceeds, before expenses, of $495 million. In addition, the Partnership paid a 1.0% commitment fee to the Purchasers at the closing and reimbursed the Purchasers for certain expenses incurred in connection with the Private Placement. The Partnership also issued two tranches of Warrants to the Purchasers, which included Warrants to purchase 5,000,000 Common Units with a strike price of $17.03 and Warrants to purchase 10,000,000 Common Units with a strike price of $19.59. The Warrants may be exercised by the holders thereof at any time beginning on the one year anniversary of the closing date and before the tenth anniversary of the closing date. Upon exercise of the Warrants, the Partnership may, at its option, elect to settle the Warrants in Common Units on a net basis.

On April 2, 2018, in connection with the closing of the Private Placement, the Partnership entered into the Registration Rights Agreement (the "Preferred Registration Rights Agreement") with the Purchasers relating to the registered resale of the Preferred Units and the Common Units that are issuable upon conversion of the Preferred Units (the "Registrable Securities"). Pursuant to the Preferred Registration Rights Agreement, the Partnership is required to use its commercially reasonable efforts to file a registration statement for such registered resale and to cause the registration statement to become effective (i) with respect to the Common Units that are issuable upon exercise of the Warrants (the "Warrant Unit Registrable Securities") and the Common Units that are issuable upon conversion of the Preferred Units (the "Conversion Unit Registrable Securities"), no later than April 2, 2019 and (ii) with respect to the Preferred Units issued and sold under the Purchase Agreement (the "Preferred Unit Registrable Securities"), no later than 120 days following the receipt of written request to effect such registration from Purchasers holding a majority of the Preferred Unit Registrable Securities, and in any event, after April 2, 2020. If the Partnership fails to cause such registration statements to become effective by such dates, the Partnership will be required to pay certain amounts to the holders of the Registrable Securities as liquidated damages.

In certain circumstances, and subject to customary qualifications and limitations, the holders of Warrant Unit Registrable Securities and Conversion Unit Registrable Securities (collectively, the "Common Unit Registrable Securities") will have piggyback registration rights on offerings of Common Units

initiated by the Partnership or certain other holders, and certain Purchasers will have rights to request that the Partnership initiate up to three Underwritten Offerings (as defined in the Preferred Registration Rights Agreement) of Common Unit Registrable Securities. Generally, holders of Registrable Securities will cease to have rights under the Preferred Registration Rights Agreement (i) with respect to the Conversion Unit Registrable Securities, on the fourth anniversary of the date on which all Preferred Units have been converted into Common Units pursuant to the Second Amended and Restated Partnership Agreement (as defined in Item 5.03 below) and (ii) with respect to the Warrant Unit Registrable Securities, on the fourth anniversary of the date on which all Warrants have been exercised.

The foregoing description of the Preferred Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Preferred Registration Rights Agreement, a copy of which is filed as Exhibit 4.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Also in connection with the closing of the Private Placement, the Partnership entered into a Board Representation Agreement, dated as of April 2, 2018 (the "Board Representation Agreement"), by and among the Partnership, the General Partner, ETE and EIG Veteran Equity Aggregator, L.P. (the "EIG Purchaser"), pursuant to which the EIG Purchaser has certain designation rights with respect to the board of directors or the General Partner (the "Board"). The terms of the Board Representation Agreement are more fully described in the Signing 8-K, which description is incorporated herein by reference.

The foregoing description of the Board Representation Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Board Representation Agreement, a copy of which is filed as Exhibit 4.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Credit Facility Amendment and Restatement

On April 2, 2018, the Partnership entered into the Sixth Amended and Restated Credit Agreement (the "Sixth A&R Credit Agreement") by and among the Partnership, as borrower, USAC OpCo 2, LLC, USAC Leasing 2, LLC, USA Compression Partners, LLC, USAC Leasing, LLC, CDM, CDM E&T and USA Compression Finance Corp., the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as agent and an LC issuer, JPMorgan Chase Bank, N.A., Barclays Bank PLC, Regions Capital Markets, a division of Regions Bank, RBC Capital Markets and Wells Fargo Bank, N.A., as joint lead arrangers and joint book runners, Barclays Bank PLC, Regions Bank, RBC Capital Markets and Wells Fargo Bank, N.A., as syndication agents, and MUFG Union Bank, N.A., SunTrust Bank and The Bank of Nova Scotia, as senior managing agents. The Sixth A&R Credit Agreement amended and restated that certain Fifth Amended and Restated Credit Agreement, dated as of December 13, 2013, as amended (the "Fifth A&R Credit Agreement"). A copy of the Sixth A&R Credit Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K.

The Sixth A&R Credit Agreement amended the Fifth A&R Credit Agreement to, among other things, (i) increase the borrowing capacity under the revolving credit facility from $1,100.0 million to $1,600.0 million (subject to availability under a borrowing base), (ii) extend the termination date (and the maturity date of the obligations thereunder) from January 6, 2020 to April 2, 2023, (iii) subject to the terms of the Sixth A&R Credit Agreement, permit up to $400.0 million of future increases in borrowing capacity, (iv) modify the leverage ratio covenant to be 5.75 to 1.0 through the end of the fiscal quarter ending March 31, 2019, 5.5 to 1.0 through the end of the fiscal quarter ending December 31, 2019, and 5.0 thereafter and (v) increase the applicable margin for eurodollar borrowings to range from 2.00% to 2.75%, depending on the leverage ratio of the Partnership, all as more fully set forth in the Sixth A&R Credit Agreement.

As of the close of business on April 2, 2018, the Partnership had approximately $899.5 million of outstanding borrowings and no outstanding letters of credit under the Sixth A&R Credit Agreement. In connection with entering into the Sixth A&R Credit Agreement, the Partnership paid certain upfront fees and arrangement fees to the arrangers, syndication agents and senior managing agents of the Sixth A&R Credit Agreement. Amounts borrowed and repaid under the Sixth A&R Credit Agreement may be re-borrowed.

The foregoing description of the Sixth A&R Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Sixth A&R Credit Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The description of the CDM Acquisition set forth under "Introductory Note" above is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The description of the Sixth A&R Credit Agreement set forth under Item 1.01 above is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The description set forth under "Introductory Note" and Item 1.01 above of the issuances by the Partnership to (i) ETP of Common Units and Class B Units in connection with the CDM Acquisition, (ii) the General Partner of Common Units in connection with the Restructuring and (iii) the Purchasers of Preferred Units and Warrants in connection with the Private Placement is incorporated herein by reference. The foregoing transactions were undertaken in reliance on an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") pursuant to Section 4(a)(2) thereof. The information contained in this Current Report on Form 8-K is not an offer to sell or the solicitation of an offer to buy any securities of the Partnership.

Item 3.03 Material Modification to Rights of Securities Holders.

On April 2, 2018, the Partnership issued the Preferred Units pursuant to the Purchase Agreement, which Preferred Units entitle their holders to certain rights that are senior to the rights of holders of Common Units, such as rights to certain distributions and rights upon liquidation of the Partnership. In addition, on April 2, 2018, in connection with the closing of the Private Placement, the Partnership entered into the Preferred Registration Rights Agreement with the Purchasers relating to the registered resale of the Preferred Units and the Common Units that are issuable upon conversion of the Preferred Units or upon exercise of the Warrants. Further, on April 2, 2018, in connection with the CDM Acquisition, the Partnership entered into the Contribution Registration Rights Agreement relating to the registered resale of the Common Units owned by ETE, ETP and USAC Holdings (including, in the case of ETP, Common Units issuable upon the conversion of the Class B Units). The general effect of the issuance of the Preferred Units and entry into the Preferred Registration Rights Agreement and the Contribution Registration Rights Agreement upon the rights of the holders of Common Units is more fully described in Items 1.01 and 5.03 of this Current Report on Form 8-K, which descriptions are incorporated in this Item 3.03 by reference. In addition, the description set forth under Item 1.01 above of the Board Representation Agreement is incorporated in this Item 3.03 by reference.

Item 5.01 Changes in Control of Registrant.

On April 2, 2018 and in connection with the closing of the CDM Acquisition, pursuant to that certain Purchase Agreement (the "GP Purchase Agreement"), dated as of January 15, 2018, by and among ETE, Energy Transfer Partners, L.L.C. (together with ETE, the "GP Purchasers"), USAC Holdings and, solely for certain purposes therein, R/C IV USACP Holdings, L.P. and ETP, the GP Purchasers acquired from USAC Holdings (i) all of the outstanding limited liability company interests in the General Partner and (ii) 12,466,912 Common Units (the "GP Purchase") for cash consideration equal to $250 million.

In addition, the description of the GP Contribution set forth under Item 1.01 above is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On April 2, 2018, in connection with the CDM Acquisition and the Private Placement, the General Partner amended and restated the First Amended and Restated Agreement of Limited Partnership of the Partnership by executing the Second Amended and Restated Agreement of Limited Partnership of the Partnership (the "Second Amended and Restated Partnership Agreement"), which sets forth the rights, preferences, privileges and other terms relating to the Class B Units (see primarily Section 5.13 of the Second Amended and Restated Partnership

Agreement) and the Preferred Units (see primarily Section 5.12 of the Second Amended and Restated Partnership Agreement).

A summary of the rights, preferences and privileges of the Class B Units and the Preferred Units and other material terms and conditions of the Second Amended and Restated Partnership Agreement is set forth in the Signing 8-K, and is incorporated into this report by reference.

The foregoing description of the Second Amended and Restated Partnership Agreement does not purport to be complete and is qualified in its entirety by reference to the text of the Second Amended and Restated Partnership Agreement, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On April 2, 2018, the Partnership issued a press release announcing the closing of the transactions contemplated by the Contribution, the Purchase Agreement, the GP Purchase Agreement and the Equity Restructuring Agreement. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 7.01 by reference.

In accordance with General Instruction B.2 of Form 8-K, the information furnished pursuant to Item 7.01 and the press release attached hereto as Exhibit 99.1 relating to this Item 7.01 shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

3.1	Second Amended and Restated Agreement of Limited Partnership of USA Compression Partners, LP, dated as of April 2, 2018.
4.1	Registration Rights Agreement, dated as of April 2, 2018, by and among USA Compression Partners, LP, ETE, ETP and USA Compression Holdings, LLC.
4.2	Registration Rights Agreement, dated as of April 2, 2018, by and between USA Compression Partners, LP and the Purchasers party thereto.
4.3	Board Representation Agreement, dated as of April 2, 2018, by and among USA Compression Partners, LP, USA Compression GP, LLC, Energy Transfer Equity, L.P. and the Purchasers party thereto.
10.1	Sixth Amended and Restated Credit Agreement, dated as of April 2, 2018, by and among the Partnership, as borrower, USAC OpCo 2, LLC, USAC Leasing 2, LLC, USA Compression Partners, LLC, USAC Leasing, LLC, CDM Resource Management LLC and CDM Environmental & Technical Services LLC and USA Compression Finance Corp., the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as agent and an LC issuer, JPMorgan Chase Bank, N.A., Barclays Bank PLC, Regions Capital Markets, a division of Regions Bank, RBC Capital Markets and Wells Fargo Bank, N.A., as joint lead arrangers and joint book runners, Barclays Bank PLC, Regions Bank, RBC Capital Markets and Wells Fargo Bank, N.A., as syndication agents, and MUFG Union Bank, N.A., SunTrust Bank and The Bank of Nova Scotia, as senior managing agents.
99.1	Press Release, dated as of April 2, 2018.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

USA COMPRESSION PARTNERS, LP

By: USA Compression GP, LLC,
its general partner

Date: April 6, 2018

By: /s/ Christopher W. Porter
Name: Christopher W. Porter
Title: Vice President, General Counsel and Secretary

SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

of

USA COMPRESSION PARTNERS, LP

A Delaware limited partnership

Dated as of April 2, 2018

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP OF USA COMPRESSION PARTNERS, LP

THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF USA COMPRESSION PARTNERS, LP, dated as of April 2, 2018, is entered into by and among USA Compression GP, LLC, a Delaware limited liability company, as the General Partner, together with any other Persons who are or become Partners in the Partnership or parties hereto as provided herein.

WHEREAS, the General Partner and the other parties thereto entered into that certain First Amended and Restated Agreement of Limited Partnership of the Partnership dated as of January 18, 2013 (the "***2013 Agreement***");

WHEREAS, the Partnership has entered into a Contribution Agreement, dated as of January 15, 2018 (the "***CDM Contribution Agreement***"), among the Partnership, ETP, Energy Transfer Partners GP, L.P., ETC Compression, LLC and solely for purposes of Section 5.18(b) and Section 10.1 thereof,

ETE, pursuant to which, among other things, ETC Compression, LLC will contribute all of the outstanding limited liability company interests in CDM Resource Management LLC, a Delaware limited liability company, and CDM Environmental & Technical Services LLC, a Delaware limited liability company, to the Partnership, in exchange for a combination of cash, Common Units and units of a new class of Partnership Interest to be designated as "*Class B Units*" with the rights and privileges and such other terms as are set forth in this Agreement;

WHEREAS, the General Partner has determined that the creation of the Class B Units (as defined below) will be in the best interests of the Partnership;

WHEREAS, the issuance of the Class B Units complies with the requirements of the 2013 Agreement;

WHEREAS, the Partnership, the General Partner and ETE have entered into that certain Equity Restructuring Agreement, dated as of January 15, 2018 (the "***Equity Restructuring Agreement***"), pursuant to which (i) all of the outstanding Incentive Distribution Rights (as defined in the 2013 Agreement) will be cancelled and (ii) the General Partner Interest (as defined in the 2013 Agreement) will be converted into a non-economic general partner interest in the Partnership, and in exchange, the Partnership will issue a total of 8,000,000 Common Units to the General Partner;

WHEREAS, the transactions contemplated by the Equity Restructuring Agreement are conditional upon, and shall be effective immediately following, the transactions contemplated by the Contribution Agreement;

WHEREAS, pursuant to the Equity Restructuring Agreement, the 2013 Agreement is required to be amended to reflect the cancellation of the Incentive Distribution Rights and the conversion of the General Partner Interest into a non-economic general partner interest; and

WHEREAS, the General Partner desires to amend and restate the 2013 Agreement in its entirety to provide for (i) a new class of convertible preferred securities, (ii) a new class of warrants

(iii) the Class B Units, (iv) the creation of the non-economic General Partner Interest and (v) such other changes as the General Partner has determined are necessary and appropriate in connection with the issuance of such securities and/or do not adversely affect the Limited Partners considered as a whole (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect.

NOW, **THEREFORE**, the General Partner does hereby amend and restate the 2013 Agreement, pursuant to its authority under Section 13.1 of the 2013 Agreement, to provide, in its entirety, as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 *Definitions*. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"***2013 Agreement***" is defined in the recitals of this Agreement.

"***2018 Warrants***" means the warrants to purchase Common Units issued pursuant to the Series A Purchase Agreement.

"***Acquisition***" means any transaction in which any Group Member acquires (through an asset acquisition, merger, stock acquisition or other form of investment) control over all or a portion of the assets, properties or business of another Person for the purpose of increasing or expanding, for a period exceeding the short-term, the operating capacity or operating income of the Partnership Group from the operating capacity or operating income of the Partnership Group existing immediately prior to such transaction. For purposes of this definition, the short-term generally refers to a period not exceeding 12 months.

"***Adjusted Capital Account***" means the Capital Account maintained for each Partner as of the end of each taxable period of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such taxable period, are reasonably expected to be allocated to such Partner in subsequent taxable periods under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such taxable period, are reasonably expected to be made to such Partner in subsequent taxable periods in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the taxable period in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(d)(i) or 6.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"***Adjusted Property***" means any property the Carrying Value of which has been adjusted pursuant to Section 5.5(d).

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, for purposes of this Agreement, with respect to any Person that is an investment fund, investment account or investment company, any other investment fund, investment account or investment company that is managed, advised or sub-advised by the same investment advisor as such Person or by an Affiliate of such investment advisor, shall be considered controlled by, and an Affiliate of, such first Person. Without limiting the foregoing, for

purposes of this Agreement, any Person that, individually or together with its Affiliates, has the direct or indirect right to designate or cause the designation of at least one member to the Board of Directors, and any such Person's Affiliates, shall be deemed to be Affiliates of the General Partner.

"***Agreed Allocation***" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

"***Agreed Value***" of any Contributed Property means the fair market value of such property at the time of contribution and in the case of an Adjusted Property, the fair market value of such Adjusted Property on the date of the revaluation event as described in Section 5.5(d), in both cases as determined by the General Partner. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

"***Agreement***" means this Second Amended and Restated Agreement of Limited Partnership of USA Compression Partners, LP, as it may be amended, supplemented or restated from time to time.

"***Associate***" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"***Available Cash***" means, with respect to any Quarter ending prior to the Liquidation Date:

(a) the sum of (i) all cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand at the end of such Quarter, and (ii) if the General Partner so determines, all or any portion of any additional cash and cash equivalents of the Partnership Group (or the

Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand on the date of determination of Available Cash with respect to such Quarter resulting from Working Capital Borrowings made subsequent to the end of such Quarter, less

(b) the amount of any cash reserves established by the General Partner (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to (i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership Group) subsequent to such Quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject or (iii) provide funds for distributions under Section 5.12 or distributions to the holders of Common Units in respect of any one or more of the next four Quarters;

provided, however, that disbursements made by a Group Member or cash reserves established, increased or reduced after the end of such Quarter but on or before the date of determination of Available Cash with respect to such Quarter shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash, within such Quarter if the General Partner so determines.

Notwithstanding the foregoing, "*Available Cash*" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"***Average VWAP***" per Common Unit over a certain period shall mean the arithmetic average of the VWAP per Common Unit for each Trading Day in such period.

"***Board of Directors***" means, with respect to the General Partner, its board of directors or board of managers, as applicable, if a corporation or limited liability company, or if a limited partnership, the board of directors or board of managers of the general partner of the General Partner.

"***Board Representation Agreement***" means that certain Board Representation Agreement dated as of the date hereof, by and among ETE, the Partnership, the General Partner and EIG Veteran Equity Aggregator, L.P.

"***Book-Tax Disparity***" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.5 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of Texas shall not be regarded as a Business Day.

"***Capital Account***" means the capital account maintained for a Partner pursuant to Section 5.5. The "Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"***Capital Contribution***" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed or deemed contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions).

"***Capital Improvement***" means any (a) addition or improvement to the capital assets owned by any Group Member, (b) acquisition of existing, or the construction of new or the improvement or replacement of existing, capital assets or (c) capital contribution by a Group Member to a Person that is not a Subsidiary in which a Group Member has an equity interest, or after such capital contribution will have an equity interest, to fund such Group Member's pro rata share of the cost of the addition or improvement to or the acquisition of existing, or the construction of new or the improvement or replacement of existing, capital assets by such Person, in each case if such addition, improvement, replacement, acquisition or construction is made to increase for a period longer than the short-term the operating capacity or operating income of the Partnership Group, in the case of clauses (a) and (b), or such Person, in the case of clause (c), from the operating capacity or operating income of the Partnership Group or such Person, as the case may be, existing immediately prior to such addition, improvement, replacement, acquisition or construction. For purposes of this definition, the short-term generally refers to a period not exceeding 12 months.

"***Capital Surplus***" means Available Cash distributed by the Partnership in excess of Operating Surplus, as described in Section 6.3(a).

"***Carrying Value***" means (a) with respect to a Contributed Property or Adjusted Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such property, and (b) with respect to any other Partnership property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination; *provided* that the Carrying Value of any property shall be adjusted from time to time in accordance with Section 5.5(d) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"***Cause***" means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

"***Certificate***" means (a) a certificate (i) substantially in the form of Exhibit A to this Agreement, (ii) issued in global form in accordance with the rules and regulations of the Depositary or (iii) in such other form as may be adopted by the General Partner, in each case issued by the Partnership evidencing ownership of one or more Common Units or (b) a certificate, in such form as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more other Partnership Interests.

"***Certificate of Limited Partnership***" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.3, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

"***Citizenship Certification***" means a properly completed certificate in such form as may be specified by the General Partner by which a Limited Partner certifies that he (and if he is a nominee holding for the account of another Person, that to the best of his knowledge such other Person) is an Eligible Citizen.

"***claim***" (as used in Section 7.13(d)) is defined in Section 7.13(d).

"***Class B Conversion Date***" is defined in Section 5.13(b).

"***Class B Unit***" means a Partnership Interest having the rights and obligations specified with respect to Class B Units in this Agreement. A Class B Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs.

"***Closing Date***" means the first date on which Common Units were sold by the Partnership to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"***Closing Price***" means, in respect of any class of Limited Partner Interests, as of the date of determination, the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal National Securities Exchange on which the respective Limited Partner Interests are listed or admitted to trading or, if such Limited Partner Interests are not listed or admitted to trading on any National Securities Exchange, the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the primary reporting system then in use in relation to such Limited Partner Interests of such class, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and asked prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"***Combined Interest***" is defined in Section 11.3(a).

"***Commences Commercial Service***" means the date a Capital Improvement is first put into commercial service following completion of construction, acquisition, development and testing, as applicable.

"***Commission***" means the United States Securities and Exchange Commission.

"***Common Unit***" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not refer to or include a Series A Preferred Unit or a Class B Unit, in each case, prior to conversion into a Common Unit pursuant to the terms hereof, or a 2018 Warrant.

"***Competitor***" means any direct competitor of the Partnership, a substantial portion of whose operating business involves gas compression in the United States (and, for the avoidance of doubt, excluding any Person that is an investment fund, investment account, investment company or other financial sponsor whose primary business involves equity or debt investing) and who is included in the list provided to the Purchasers on the date of execution of the Series A Purchase Agreement, as such list may be supplemented from time to time by the Board of Directors acting in good faith to include additional such competitors; provided that any such supplement is delivered in writing to the Series A Preferred Unitholders.

"***Conflicts Committee***" means a committee of the Board of Directors composed entirely of two or more directors, each of whom (a) is not an officer or employee of the General Partner, (b) is not an officer, director or employee of any Affiliate of the General Partner, (c) is not a holder of any ownership interest in the General Partner or its Affiliates or the Partnership Group, other than Common Units and other awards that are granted to such director under the LTIP and (d) meets the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which any class of Partnership Interests is listed or admitted to trading.

"***Consenting Party***" or "***Consenting Parties***" is defined in Section 16.9(b).

"***Contributed Property***" means each property or other asset, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.5(d), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"***Conversion Unit***" is defined in Section 6.1(d)(xiii).

"***Converted Series A Preferred Unit***" is defined in Section 5.12(b)(vi)(D).

"***Curative Allocation***" means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xii).

"***Current Market Price***" means, in respect of any class of Limited Partner Interests, as of the date of determination, the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

"***Default Effective Date***" is defined in Section 5.12(b)(i)(B).

"***Deficiency Rate***" is defined in Section 5.12(b)(i)(B).

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

"***Departing General Partner***" means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 11.1 or 11.2.

"***Depositary***" means, with respect to any Units issued in global form, The Depository Trust Company and its successors and permitted assigns.

"***Economic Risk of Loss***" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"***Eligible Citizen***" means a Person qualified to own interests in real property in jurisdictions in which any Group Member does business or proposes to do business from time to time, and whose status as a Limited Partner the General Partner determines does not or would not subject such Group Member to a significant risk of cancellation or forfeiture of any of its properties or any interest therein.

"***Equity Restructuring Agreement***" is defined in the recitals of this Agreement.

"***ETE***" means Energy Transfer Equity, L.P., a Delaware limited partnership.

"***ETP***" means Energy Transfer Partners, L.P., a Delaware limited partnership.

"***Event of Withdrawal***" is defined in Section 11.1(a).

"***Excess Distribution***" is defined in Section 6.1(d)(iii).

"***Excess Distribution Unit***" is defined in Section 6.1(d)(iii).

"***Expansion Capital Expenditures***" means cash expenditures for Acquisitions or Capital Improvements, and shall not include Maintenance Capital Expenditures or Investment Capital Expenditures. Expansion Capital Expenditures shall include interest (and related fees) on debt incurred to finance the construction of a Capital Improvement and paid in respect of the period beginning on the date that a Group Member enters into a binding obligation to commence construction of a Capital Improvement and ending on the earlier to occur of the date that such Capital Improvement Commences Commercial Service and the date that such Capital Improvement is abandoned or disposed of. Debt incurred to fund such construction period interest payments or to fund distributions on equity issued to fund the construction of a Capital Improvement as described in clause (a)(iv) of the definition of Operating Surplus shall also be deemed to be debt incurred to finance the construction of a Capital Improvement. Where capital expenditures are made in part for Expansion Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each.

"***General Partner***" means USA Compression GP, LLC, a Delaware limited liability company, and its successors and permitted assigns that are admitted to the Partnership as general

partner of the Partnership, in its capacity as general partner of the Partnership (except as the context otherwise requires).

"***General Partner Interest***" means the non-economic ownership interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), and includes any and all benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement. The General Partner Interest does not include any rights to receive distributions of cash, property or other assets of the Partnership upon the liquidation or winding-up of the Partnership or otherwise.

"***Gross Liability Value***" means, with respect to any Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm's-length transaction.

"***Group***" means a Person that with or through any of its Affiliates or Associates has any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power or disposing of any Partnership Interests with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

"***Group Member***" means a member of the Partnership Group.

"***Group Member Agreement***" means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company or operating agreement of any Group Member that is a limited liability company, the certificate of incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

"***Hedge Contract***" means any exchange, swap, forward, cap, floor, collar, option or other similar agreement or arrangement entered into for the purpose of reducing the exposure of the Partnership Group to fluctuations in interest rates or the price of hydrocarbons, other than for speculative purposes.

"***Holder***" as used in Section 7.13, is defined in Section 7.13(a).

"***Indebtedness***" has the meaning assigned to such term in the Revolving Credit Agreement as of the Series A Issuance Date, but including any amendments and/or modifications thereto pursuant to the Revolving Credit Agreement following the Series A Issuance Date for so long as (a) such amendments and/or modifications are made at a time that the Revolving Credit Agreement is regulated by the Office of the Comptroller of the Currency (or successor agency thereto) and the lenders thereunder, the majority of which are commercial banks, have committed at least $500 million of available capital under the Revolving Credit Agreement, (b) such amendments and/or modifications are permitted under the Revolving Credit Facility and (c) such amendments and/or

modifications expressly state they are being made in connection with acquisitions or material growth projects. For the avoidance of doubt, the Series A Preferred Units shall not be treated as Indebtedness.

"***Indemnified Persons***" is defined in Section 7.13(d).

"***Indemnitee***" means (a) any General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner or any Departing General Partner, (d) any Person who is or was a manager, managing member, director, officer, employee, agent, fiduciary or trustee of any Group Member, a General Partner, any Departing General Partner or any of their respective Affiliates, (e) any Person who is or was serving at the request of a General Partner, any Departing General Partner or any of their respective Affiliates as an officer, director, manager, managing member, employee, agent, fiduciary or trustee of another Person owing a fiduciary duty to any Group Member; *provided* that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, (f) any Person who controls a General Partner or Departing General Partner and (g) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement because such Person's service, status or relationship exposes such Person to potential claims, demands, actions, suits or proceedings relating to the Partnership Group's business and affairs.

"***Initial Common Unit***" means a Common Unit sold in the Initial Offering.

"***Initial Offering***" means the initial offering and sale of Common Units to the public, as described in the Registration Statement.

"***Interim Capital Transactions***" means the following transactions if they occur prior to the Liquidation Date: (a) borrowings, refinancings or refundings of indebtedness (other than Working Capital Borrowings and other than for items purchased on open account or for a deferred purchase price in the ordinary course of business) by any Group Member and sales of debt securities of any Group Member; (b) sales of equity interests of any Group Member (including the Common Units sold to the Underwriters in the Initial Offering); (c) sales or other voluntary or involuntary dispositions of any assets of any Group Member other than (i) sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business, and (ii) sales or other dispositions of assets as part of normal retirements or replacements; and (d) capital contributions received.

"***Investment Capital Expenditures***" means capital expenditures other than Maintenance Capital Expenditures and Expansion Capital Expenditures.

"***Leverage Ratio***" has the meaning assigned to such term in the Revolving Credit Agreement as of the Series A Issuance Date, but including any amendments and/or modifications thereto pursuant to the Revolving Credit Agreement following the Series A Issuance Date for so long as (a) such amendments and/or modifications are made at a time that the Revolving Credit Agreement is regulated by the Office of the Comptroller of the Currency (or successor agency thereto) and the lenders thereunder, the majority of which are commercial banks, have committed at least $500 million of available capital under the Revolving Credit Agreement, (b) such amendments and/or modifications are permitted under the Revolving Credit Facility and (c) such

amendments and/or modifications expressly state they are being made in connection with acquisitions or material growth projects.

"***Liability***" means any liability or obligation of any nature, whether accrued, contingent or otherwise.

"***Limited Partner***" means, unless the context otherwise requires, each Person that is a limited partner of the Partnership upon the effectiveness of this Agreement, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person's capacity as a limited partner of the Partnership. For purposes of the Delaware Act, the Limited Partners shall constitute a single class or group of limited partners.

"***Limited Partner Interest***" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Series A Preferred Units, Common Units, Class B Units or other Partnership Interests or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement.

"***Liquidation Date***" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the first sentence of Section 12.2, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"***Liquidator***" means one or more Persons selected by the General Partner to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

"***LTIP***" means the Long-Term Incentive Plan of the General Partner, as may be amended, or any equity compensation plan successor thereto.

"***Maintenance Capital Expenditures***" means cash expenditures including expenditures for the addition or improvement to or replacement of the capital assets owned by any Group Member or for the acquisition of existing, or the construction or development of new, capital assets if such expenditures are made to maintain, including for a period longer than the short-term, the operating capacity and/or operating income of the Partnership Group. Maintenance Capital Expenditures shall not include (a) Expansion Capital Expenditures or (b) Investment Capital Expenditures. For purposes of this definition, the short-term generally refers to a period not exceeding 12 months.

"***Merger Agreement***" is defined in Section 14.1.

"***National Securities Exchange***" means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act (or any successor to such Section) and any other securities exchange (whether or not registered with the Commission under Section 6(a) (or

successor to such Section) of the Securities Exchange Act) that the General Partner shall designate as a National Securities Exchange for purposes of this Agreement.

"***Net Agreed Value***" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any Liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.5(d)(ii)) at the time such property is distributed, reduced by any Liability either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution, in either case as determined and required by the Treasury Regulations promulgated under Section 704(b) of the Code.

"***Net Income***" means, for any taxable period, the excess, if any, of the Partnership's items of income and gain for such taxable period over the Partnership's items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d).

"***Net Loss***" means, for any taxable period, the excess, if any, of the Partnership's items of loss and deduction for such taxable period over the Partnership's items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d).

"***Non-citizen Assignee***" means a Person whom the General Partner has determined does not constitute an Eligible Citizen and as to whose Partnership Interest the General Partner has become the Limited Partner, pursuant to Section 4.8.

"***Noncompensatory Option***" has the meaning set forth in Treasury Regulation Section 1.721-2(f).

"***Nonrecourse Built-in Gain***" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"***Nonrecourse Deductions***" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"***Notice of Election to Purchase***" is defined in Section 15.1(b).

"***Ongoing Default Trigger***" is defined in Section 5.12(b)(iii)(H).

"***Operating Expenditures***" means all Partnership Group cash expenditures (or the Partnership's proportionate share of expenditures in the case of Subsidiaries that are not wholly owned), including, but not limited to, taxes, reimbursements of expenses of the General Partner and its Affiliates, payments made in the ordinary course of business under any Hedge Contracts (*provided* that (i) with respect to amounts paid in connection with the initial purchase of a Hedge Contract, such amounts shall be amortized over the life of such Hedge Contract and (ii) payments made in connection with the termination of any Hedge Contract prior to the expiration of its stipulated settlement or termination date shall be included in equal quarterly installments over the remaining scheduled life of such Hedge Contract), officer compensation, repayment of Working Capital Borrowings, debt service payments and Maintenance Capital Expenditures, subject to the following:

(a) repayments of Working Capital Borrowings deducted from Operating Surplus pursuant to clause (b)(iii) of the definition of "Operating Surplus" shall not constitute Operating Expenditures when actually repaid;

(b) payments (including prepayments and prepayment penalties) of principal of and premium on indebtedness other than Working Capital Borrowings shall not constitute Operating Expenditures; and

(c) Operating Expenditures shall not include (i) Expansion Capital Expenditures, (ii) Investment Capital Expenditures, (iii) payment of transaction expenses (including taxes) relating to Interim Capital Transactions, (iv) distributions to Partners, or (v) repurchases of Partnership Interests, other than repurchases of Partnership Interests to satisfy obligations under employee benefit plans, or reimbursements of expenses of the General Partner for such purchases.

"***Operating Surplus***" means, with respect to any period ending prior to the Liquidation Date, on a cumulative basis and without duplication,

(a) the sum of (i) $36,600,000, (ii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) for the period beginning on the Closing Date and ending on the last day of such period, but excluding cash receipts from Interim Capital Transactions and provided that cash receipts from the termination of any Hedge Contract prior to the expiration of its stipulated settlement or termination date shall be included in equal quarterly installments over the remaining scheduled life of such Hedge Contract, (iii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) after the end of such period but on or before the date of determination of Operating Surplus with respect to such period resulting from Working Capital Borrowings, and (iv) the amount of cash distributions paid on equity issued, other than equity issued on the Closing Date, to finance all or a portion of the construction, acquisition or improvement of a Capital Improvement and paid in respect of the period beginning on the date that the Group Member enters into a binding obligation to commence the construction, acquisition or improvement of a Capital Improvement and ending on the earlier to occur of the date the Capital Improvement Commences Commercial Service and the date that it is abandoned or disposed of (equity issued, other than equity issued on the Closing Date, to fund the construction period interest payments on debt incurred, or

construction period distributions on equity issued, to finance the construction, acquisition or improvement of a Capital Improvement shall also be deemed to be equity issued to finance the construction, acquisition or improvement of a Capital Improvement for purposes of this clause (iv)), less

(b) the sum of (i) Operating Expenditures for the period beginning on the Closing Date and ending on the last day of such period; (ii) the amount of cash reserves established by the General Partner (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to provide funds for future Operating Expenditures; (iii) all Working Capital Borrowings not repaid within twelve months after having been incurred and (iv) any cash loss realized on disposition of an Investment Capital Expenditure;

provided, *however*, that disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member) or cash reserves established, increased or reduced after the end of such period but on or before the date of determination of Available Cash with respect to such period shall be deemed to have been made, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

Notwithstanding the foregoing, "*Operating Surplus*" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero. Cash receipts from an Investment Capital Expenditure shall be treated as cash receipts only to the extent they are a return on principal, but in no event shall a return of principal be treated as cash receipts.

"***Opinion of Counsel***" means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner.

"***Other Entity***" is defined in Section 14.1.

"***Outstanding***" means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; *provided*, *however*, that if at any time any Person or Group (other than the General Partner or its Affiliates) beneficially owns 20% or more of the Outstanding Partnership Interests of any class then Outstanding, none of the Partnership Interests owned by such Person or Group shall be voted on any matter and such Partnership Interests shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Partnership Interests so owned shall be considered to be Outstanding for purposes of Section 11.1(b) (such Partnership Interests shall not, however, be treated as a separate class or group of Partnership Interests for purposes of this Agreement or the Delaware Act); *provided*, *further*, that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly from the General Partner or its Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly or indirectly from a Person or Group described in

clause (i) *provided* that, at or prior to such acquisition, the General Partner, acting in its sole discretion, shall have notified such Person or Group in writing that such limitation

shall not apply, (iii) any Person or Group who acquired 20% or more of any Partnership Interests issued by the Partnership *provided* that, at or prior to such acquisition, the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, (iv) the Series A Purchasers with respect to their ownership (beneficial or record) of the Series A Preferred Units, Common Units issued upon exercise of the 2018 Warrants or Series A Conversion Units, (v) any Series A Preferred Unitholder in connection with any vote, consent or approval of the Series A Preferred Unitholders as a separate class, (vi) the Person or Group who acquired the Class B Units pursuant to the CDM Contribution Agreement with respect to their ownership (beneficial or record) of the Class B Units or Common Units issued upon conversion of Class B Units, or (vii) any Unitholder of a Class B Unit in connection with any vote, consent or approval of the Class B Units as a separate class.

"***Partner Nonrecourse Debt***" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"***Partner Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"***Partner Nonrecourse Deductions***" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"***Partners***" means the General Partner and the Limited Partners.

"***Partnership***" means USA Compression Partners, LP, a Delaware limited partnership.

"***Partnership Group***" means the Partnership and its Subsidiaries treated as a single consolidated entity.

"***Partnership Interest***" means any class or series of equity interest (or, in the case of the General Partner Interest, a management interest) in the Partnership (but excluding any options, rights, warrants, appreciation rights and phantom or tracking interests relating to an equity interest in the Partnership), including the General Partner Interest, Series A Preferred Units, Class B Units and Common Units.

"***Partnership Minimum Gain***" means that amount determined in accordance with the principles of Treasury Regulation Sections 1.704-2(b) (2) and 1.704-2(d).

"***Partnership Restructuring Event***" means (i) any restructuring, simplification or similar transaction or series of transactions that modifies, eliminates or otherwise restructures the General Partner Interest or the equity interests of the General Partner or its Affiliates, *provided* that the principal parties thereto are the Partnership, ETE, ETP and/or their respective Affiliates and the common equity of the Partnership or its successor entity remains listed on a National Securities Exchange following such transaction and such transaction does not otherwise constitute a Series A Change of Control; and (ii) the direct or indirect acquisition of all or a portion of the limited liability company interests in the General Partner by the Partnership or a Subsidiary of the

Partnership, including the GP Contribution or Automatic GP Contribution (each as defined in the Equity Restructuring Agreement).

"***Payment Default***" is defined in Section 5.12(b)(i)(B).

"***Per Unit Capital Amount***" means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any class of Units held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

"***Percentage Interest***" means as of any date of determination (a) as to any Unitholder with respect to Units (other than with respect to the Series A Preferred Units), the product obtained by multiplying (i) 100% less the percentage applicable to clause (b) below by (ii) the quotient obtained by dividing (A) the number of Units (excluding Series A Preferred Units) held by such Unitholder, as the case may be, by (B) the total number of Outstanding Units (excluding Series A Preferred Units), and (b) as to the holders of other Partnership Interests issued by the Partnership in accordance with Section 5.6, the percentage established as a part of such issuance. The Percentage Interest with respect to the General Partner Interest and a Series A Preferred Unit shall at all times be zero.

"***Permitted Refinancing Indebtedness***" means Indebtedness (for purposes of this definition, "***New Debt***") incurred in exchange for, or replacement of, or the proceeds of which are used to refinance, any other Indebtedness or Indebtedness representing the extension, refinancing, or renewal thereof (the "***Refinanced Indebtedness***"); *provided* that: (a) if such Refinanced Indebtedness is in the form of either an asset based loan or a revolving based loan, then such New Debt is in the form of either an asset based loan or a revolving based loan and a majority of the lenders thereunder are commercial banks; (b) such New Debt is in an aggregate principal amount not in excess of the sum of (i) the aggregate principal amount then outstanding of the Refinanced Indebtedness (or, if the Refinanced Indebtedness is exchanged or acquired for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration thereof, such lesser amount) and (ii) an amount necessary to pay any reasonable fees and expenses, including reasonable premiums, related to such exchange or refinancing; (c) such New Debt has a stated maturity no earlier than the stated maturity of the Refinanced Indebtedness; (d) such New Debt contains covenants, events of default, guarantees and other terms which (i) (other than "market" interest rate, fees, funding discounts and redemption or prepayment premiums as determined at the time of issuance or incurrence of any such Indebtedness) are "market" terms as determined on the date of issuance or incurrence and (ii) do not impose any covenants or other restrictions that would limit the Partnership's ability to pay Series A Quarterly Distributions to an extent more restrictive than those covenants and restrictions contained in the Revolving Credit Agreement; and (e) if such Refinanced Indebtedness is in a form other than an asset based loan or revolving based loan, then the all-in-yield associated with such New Debt is not in excess of 3.0% higher than the all-in-yield of such Refinanced Indebtedness.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

"***Plan of Conversion***" is defined in Section 14.1.

"***Pro Rata***" means (a) when used with respect to Units or any class thereof, apportioned equally among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners or Record Holders, apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests and (c) when used with respect to Series A Preferred Unitholders, apportioned equally among all Series A Preferred Unitholders in accordance with the relative number or percentage of Series A Preferred Units held by each such Series A Preferred Unitholder.

"***Purchase Date***" means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

"***Quarter***" means, unless the context requires otherwise, a fiscal quarter of the Partnership, or, with respect to the fiscal quarter of the Partnership that includes the Closing Date, the portion of such fiscal quarter after the Closing Date.

"***Recapture Income***" means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"***Record Date***" means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing or by electronic transmission without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"***Record Holder***" means (a) with respect to Partnership Interests of any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such class is registered on the books of the Transfer Agent as of the opening of business on a particular Business Day, or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered on the books that the General Partner has caused to be kept as of the opening of business on such Business Day.

"***Redeemable Interests***" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9.

"***Registration Statement***" means the Registration Statement on Form S-1 (Registration No. 333-174803) as it has been or as it may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Offering.

"***Required Allocations***" means any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1(d)(ii), Section 6.1(d)(iv), Section 6.1(d)(v), Section 6.1(d)(vi), Section 6.1(d)(vii) or Section 6.1(d)(ix).

"***Revolving Credit Agreement***" means that certain Fifth Amended and Restated Credit Agreement, dated as of December 13, 2013, among the Partnership, as a guarantor, USA Compression Partners, LLC and USAC Leasing, LLC, as borrowers, the lenders party thereto from time to time, the guarantors party thereto from time to time, and JPMorgan Chase Bank, N.A., as LC issuer and as agent (as such agreement may be amended, restated, supplemented, or otherwise modified, unless otherwise specified herein).

"***Sale Gain***" means the sum, if positive, of all items of income, gain, loss or deduction recognized by the Partnership upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership in a single transaction or series of related transactions.

"***Sale Loss***" means the sum, if negative, of all items of income, gain, loss or deduction recognized by the Partnership upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership in a single transaction or series of related transactions.

"***Securities Act***" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

"***Securities*** Exchange ***Act***" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

"***Series A Change of Control***" means the occurrence of any of the following:

(a) the acquisition, directly or indirectly (including by merger, consolidation, conversion, business combination or otherwise), of 50% or more of the voting interests of the General Partner or, if the Limited Partners are entitled to vote on the election of the directors of the General Partner, more than 50% of the Limited Partner Interests (in each case as measured by voting power rather than the number of shares, units or the like) or the General Partner Interest by a Person or group that is not an Affiliate of ETE or ETP as of the Series A Issuance Date if such acquisition gives such Person or group the right to elect half or more of the members of the Board of Directors;

(b) any sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Partnership Group;

(c) the merger of the Partnership into another entity following which the Partnership's Common Units are no longer publicly traded;

(d) the removal of the General Partner as general partner of the Partnership by the Limited Partners, except where the successor General Partner is an Affiliate of ETE or ETP; or

(e) (x) the General Partner, ETP, ETE and their respective Affiliates beneficially owning 80% or more of the Common Units then Outstanding in the aggregate and (y) the aggregate value of all Common Units then Outstanding and listed on a National Securities Exchange that are not beneficially owned by the General Partner, ETP, ETE or their respective Affiliates being less than $300,000,000 (based on the Average VWAP for the 30 consecutive Trading Days ending immediately prior to the date of determination);

provided, however, that, notwithstanding the foregoing, a Partnership Restructuring Event will not be deemed to constitute a Series A Change of Control.

"***Series A Change of Control Notice***" is defined in Section 5.12(b)(vii)(A).

"***Series A Conversion Notice***" is defined in Section 5.12(b)(vi)(B).

"***Series A Conversion Notice Date***" is defined in Section 5.12(b)(vi)(B).

"***Series A Conversion Rate***" means, as adjusted pursuant to Section 5.12(b)(vi)(E), the number of Common Units issuable upon the conversion of each Series A Preferred Unit, which shall be equal to the Series A Issue Price plus Series A Unpaid Distributions in respect of such Series A Preferred Unit divided by $20.0115 for each Series A Preferred Unit.

"***Series A Conversion Unit***" means a Common Unit issued upon conversion of a Series A Preferred Unit pursuant to Section 5.12(b)(vi). Immediately upon such issuance, each Series A Conversion Unit shall be considered a Common Unit for all purposes hereunder.

"***Series A Distribution Amount***" means an amount per Quarter per Series A Preferred Unit equal to $24.375; *provided*, *further* that the Series A Distribution Amount may be adjusted pursuant to Section 5.12(b)(i)(B). Notwithstanding the foregoing, the Series A Distribution Amount for the Quarter ending June 30, 2018 shall be prorated for such period, commencing on the Series A Issuance Date and ending on, and including, the last day of such Quarter.

"***Series A Distribution Payment Date***" is defined in Section 5.12(b)(i)(A).

"***Series A Forced Redemption Notice***" is defined in Section 5.12(b)(x)(A).

"***Series A Forced Redemption Price***" is defined in Section 5.12(b)(x)(A).

"***Series A Initial Distribution Period***" is defined in Section 5.12(b)(i)(A).

"***Series A Issuance Date***" means April 2, 2018.

"***Series A Issue Price***" means $1,000.00 per Series A Preferred Unit.

"***Series A Junior Securities***" means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests and distributions upon liquidation of the Partnership, ranks junior to the Series A Preferred Units, including Common Units, but excluding any Series A Parity Securities and Series A Senior Securities.

"***Series A Liquidation Value***" means the amount equal to the sum of (i) the Series A Issue Price, plus (ii) all Series A Unpaid Distributions, plus (iii) Series A Partial Period Distributions, in each case, with respect to the applicable Series A Preferred Unit.

"***Series A Parity Securities***" means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests or distributions upon liquidation of the Partnership, ranks *pari passu* with (but not senior to) the Series A Preferred Units.

"***Series A Partial Period Distributions***" means, with respect to a conversion or redemption of Series A Preferred Units or a liquidation, (a) an amount equal to the Series A Distribution Amount multiplied by a fraction, the numerator of which is the number of days elapsed in the Quarter in which such conversion, redemption or liquidation occurs and the denominator of which is the total number of days in such Quarter, plus (b) to the extent such conversion, redemption or liquidation occurs prior to the Series A Distribution Payment Date in respect of the Quarter immediately preceding such conversion, redemption or liquidation, an amount equal to the Series A Distribution Amount.

"***Series A PIK Payment Date***" is defined in Section 5.12(b)(i)(D).

"***Series A PIK Units***" means any Series A Preferred Units issued pursuant to a Series A Quarterly Distribution in accordance with Section 5.12(b)(i)(A).

"***Series A Preferred Unitholder***" means a Record Holder of Series A Preferred Units.

"***Series A Preferred Units***" is defined in Section 5.12(a).

"***Series A Purchase Agreement***" means the Series A Preferred Unit and Warrant Purchase Agreement, dated as of January 15, 2018, by and among the Partnership and the Series A Purchasers, as may be amended from time to time.

"***Series A Purchasers***" means (a) those Persons set forth on Schedule A to the Series A Purchase Agreement and (b) any Person who subsequently purchases or who is otherwise transferred any Series A Preferred Units issued in accordance with Section 5.12(b)(viii).

"***Series A Quarterly Distribution***" is defined in Section 5.12(b)(i)(A).

"***Series A Redemption Date***" is defined in Section 5.12(b)(ix)(B).

"***Series A Redemption Notice***" is defined in Section 5.12(b)(ix)(A).

"***Series A Redemption Price***" means a price per Series A Preferred Unit equal to the product of 105% and the sum of (A) the Series A Issue Price, (B) Series A Unpaid Distributions on the applicable Series A Preferred Unit and (C) Series A Partial Period Distributions on the applicable Series A Preferred Unit.

"***Series A Required Voting Percentage***" means 66 2/3% or more of the outstanding Series A Preferred Units voting separately as a class.

"***Series A Senior Securities***" means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests or distributions upon liquidation of the Partnership, ranks senior to the Series A Preferred Units.

"***Series A Substantially Equivalent Unit***" is defined in Section 5.12(b)(vii)(A)(3).

"***Series A Unpaid Distributions***" is defined in Section 5.12(b)(i)(B).

"***Special Approval***" means approval by a majority of the members of the Conflicts Committee acting in good faith.

"***Subsidiary***" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Surviving Business Entity***" is defined in Section 14.2(b)(ii).

"***Trading Day***" means, for the purpose of determining the Current Market Price of any class of Limited Partner Interests, a day on which the principal National Securities Exchange on which such class of Limited Partner Interests is listed or admitted to trading is open for the transaction of business or, if Limited Partner Interests of a class are not listed or admitted to trading on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

"***Transaction Documents***" is defined in Section 7.1(b).

"***transfer***" is defined in Section 4.4(a).

"***Transfer Agent***" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the Partnership to act as registrar and transfer agent for any class of Partnership Interests; *provided*, that if no Transfer Agent is specifically designated for any class of Partnership Interests, the General Partner shall act in such capacity.

"***Underwriter***" means each Person named as an underwriter in Schedule I to the Underwriting Agreement who purchased Common Units pursuant thereto.

"***Underwriting Agreement***" means that certain Underwriting Agreement, dated as of January 14, 2013, among the Underwriters, the Partnership, the General Partner and other parties thereto, providing for the purchase of Common Units by the Underwriters.

"***Unit***" means a Partnership Interest that is designated as a "Unit" and shall include Series A Preferred Units, Common Units and Class B Units but shall not include the General Partner Interest or 2018 Warrants.

"***Unit Majority***" means at least a majority of the Outstanding Common Units and Class B Units, voting as a single class.

"***Unitholders***" means the Record Holders of Units.

"***Unrealized Gain***" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.5(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date).

"***Unrealized Loss***" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date) over (b) the fair market value of such

property as of such date (as determined under Section 5.5(d)).

"***Unrestricted Person***" means (a) each Indemnitee, (b) each Partner, (c) each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, a General Partner or any Departing General Partner or any Affiliate of any Group Member, a General Partner or any Departing General Partner and (d) any Person the General Partner designates as an "Unrestricted Person" for purposes of this Agreement.

"***U.S. GAAP***" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"***USA Compression Holdings***" means USA Compression Holdings, LLC, a Delaware limited liability company.

"***VWAP***" means, per Common Unit on any Trading Day, the per Common Unit volume weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg Page "USAC <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the closing price of one Common Unit on such Trading Day as reported on the New York Stock Exchange's website or the website of the National Securities Exchange upon which the Common Units are listed). If the VWAP cannot be calculated for the Common Units on a particular date or on any of the foregoing bases, the VWAP of the Common Units on such date shall be the fair market value as determined in good faith by the Board of Directors in a commercially reasonable manner.

"***Withdrawal Opinion of Counsel***" is defined in Section 11.1(b).

"***Working Capital Borrowings***" means borrowings used solely for working capital purposes or to pay distributions to Partners, made pursuant to a credit facility, commercial paper facility or other similar financing arrangement; *provided* that when incurred it is the intent of the borrower to repay such borrowings within 12 months from sources other than additional Working Capital Borrowings.

Section 1.2 *Construction*. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include", "includes", "including" or words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof", "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II.
ORGANIZATION

Section 2.1 *Formation*. The General Partner and USA Compression Holdings previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. The General Partner hereby amends and restates the 2013 Agreement in its entirety. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 *Name*. The name of the Partnership shall be "USA Compression Partners, LP". The Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "LP," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 100 Congress Avenue, Suite 450, Austin, Texas 78701, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 100 Congress Avenue, Suite 450, Austin, Texas 78701, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 *Purpose and Business*. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner, in its sole discretion, and that lawfully may be conducted by a limited partnership organized

pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member; *provided*, *however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve, and may, in its sole discretion, decline to propose or approve, the conduct by the Partnership of any business.

Section 2.5 *Powers*. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Term*. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.7 *Title to Partnership Assets*. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity and/or its Subsidiaries, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided*, *however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership as soon as reasonably practicable; *provided*, *further*, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to the successor General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III.
RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability*. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business*. No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. Any action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall not be deemed to be participating in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) and shall not affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3.3 *Outside Activities of the Limited Partners*. Subject to the provisions of Section 7.6, which shall continue to be applicable to the Persons referred to therein, regardless of whether such Persons shall also be Limited Partners, any Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership Group. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

Section 3.4 *Rights of Limited Partners*.

(a) In addition to other rights provided by this Agreement or by applicable law (other than Section 17-305(a) of the Delaware Act, the obligations of which are to the fullest extent permitted by law expressly replaced in their entirety by the provisions below and Section 8.3), and except as limited by Sections 3.4(b) and 3.4(c), each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership, the reasonableness of which having been determined by the General Partner, upon reasonable written demand stating the purpose of such demand, and at such Limited Partner's own expense:

(i) to obtain true and full information regarding the status of the business and financial condition of the Partnership (*provided*, that the requirements of this Section 3.4(a)(i) shall be satisfied to the extent the Limited Partner is furnished the Partnership's most recent annual report and any subsequent quarterly or periodic reports required to be filed (or which would be required to be filed) with the Commission pursuant to Section 13 of the Securities Exchange Act;

(ii) to obtain a current list of the name and last known business, residence or mailing address of each Partner;

(iii) to obtain a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with copies of the executed copies of all powers of attorney pursuant to which this Agreement, the Certificate of Limited Partnership and all amendments thereto have been executed; and

(iv) to obtain such other information regarding the affairs of the Partnership as the General Partner determines in its sole discretion is just and reasonable.

(b) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.4).

(c) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Act, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending

litigation against the Partnership or any Indemnitee relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person.

ARTICLE IV.
CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates*. Notwithstanding anything otherwise to the contrary herein, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by certificates. Certificates that may be issued shall be executed on behalf of the General Partner on behalf of the Partnership by the Chairman of the Board, Chief Executive Officer, President, Chief Financial Officer or any Vice President of the General Partner and the Secretary or any Assistant Secretary of the General Partner or any other authorized officer or director of the General Partner. If a Transfer Agent has been appointed for a class of Partnership Interests, no Certificate for such class of Partnership Interests shall be valid for any purpose until it has been countersigned by the Transfer Agent; *provided, however*, that if the General Partner elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership. If Common Units are evidenced by Certificates, on or after the date on which Class B Units are converted into Common Units, the Record Holders of such Class B Units (i) if the Class B Units are evidenced by Certificates, may exchange such Certificates for Certificates evidencing Common Units or (ii) if the Class B Units are not evidenced by Certificates, shall be issued Certificates evidencing Common Units.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates*.

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner.

If a Limited Partner fails to notify the General Partner within a reasonable period of time after such Limited Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, the Limited Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders*. The Partnership shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person, regardless of whether the Partnership shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Persons on the other, such representative Person shall be (a) the Record Holder of such Partnership Interest and (b) bound by this Agreement and shall have the rights and obligations of a Partner hereunder as, and to the extent, provided herein.

Section 4.4 *Transfer Generally*.

(a) The term “transfer,” when used in this Agreement with respect to a Partnership Interest, shall mean a transaction (i) by which the General Partner assigns its General Partner Interest to another Person, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest assigns such Limited Partner Interest to another Person who is or becomes a Limited Partner, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be, to the fullest extent permitted by law, null and void.

(c) Nothing contained in this Agreement shall be construed to prevent a disposition by any stockholder, member, partner or other owner of the General Partner or any Limited Partner of any or all of the shares of stock, membership interests, partnership interests or other ownership interests in the General Partner or Limited Partner and the term "transfer" shall not mean any such disposition.

Section 4.5 *Registration and Transfer of Limited Partner Interests*.

(a) The General Partner shall keep or cause to be kept on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests.

(b) The Partnership shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; *provided*, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions hereof, the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests for which a Transfer Agent has been appointed, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered.

(c) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 4.5, each transferee of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred to such Person when any such transfer is reflected in the books and records of the Partnership and such Limited Partner becomes the Record Holder of the Limited Partner

Interests so transferred, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) represents that the transferee has the capacity, power and authority to enter into this Agreement and (iv) makes the consents, acknowledgements and waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement.

(d) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.7, (iv) Section 5.12, (v) Section 5.13, (vi) Section 6.4, (vii) Section 6.6, (viii) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or an amendment to this Agreement establishing such class or series, (ix) any contractual provisions binding on any Limited Partner and (x) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable.

(e) The General Partner and its Affiliates shall have the right at any time to transfer their Common Units to one or more Persons.

Section 4.6 *Transfer of the General Partner's General Partner Interest*.

(a) Subject to Section 4.6(c) below, prior to December 31, 2022, the General Partner shall not transfer all or any part of its General Partner Interest to a Person unless such transfer (i) has been approved by the prior written consent or vote of the holders of at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) or (ii) is of all, but not less than all, of its General Partner Interest to (A) an Affiliate of the General Partner (other than an individual) or (B) another Person (other than an individual) in connection with the merger or consolidation of the General Partner with or into such other Person or the transfer by the General Partner of all or substantially all of its assets to such other Person.

(b) Subject to Section 4.6(c) below, on or after December 31, 2022, the General Partner may at its option transfer all or any part of its General Partner Interest without Unitholder approval.

(c) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability under the Delaware Act of any Limited Partner or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership interest held by the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Restrictions on Transfers*.

(a) Except as provided in Section 4.7(c) below, but notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed).

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it determines, with the advice of counsel, that such restrictions are necessary or advisable to (i) avoid a significant risk of the Partnership becoming taxable as a corporation or otherwise becoming taxable as an

entity for federal income tax purposes or (ii) preserve the uniformity of the Limited Partner Interests (or any class or classes thereof, other than with respect to Series A Preferred Units as contemplated by Section 5.12(b)(vi) pursuant to which all or some but less than all of the Series A Preferred Units may be convertible into Common Units). The General Partner may impose such restrictions by amending this Agreement; *provided, however*, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) Nothing contained in this Article IV, or elsewhere in this Agreement, shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

(d) In addition to any other restrictions on transfer set forth in this Agreement, the transfer of a Series A Preferred Unit or a Series A Conversion Unit shall be subject to the restrictions imposed by Section 5.12(b)(viii) and Section 6.4, respectively.

(e) In addition to any other restrictions on transfer set forth in this Agreement, the transfer of a Class B Unit or a Class B Unit that has converted into a Common Unit shall be subject to the restrictions imposed by Section 5.13(e) and Section 5.13(f), respectively.

(f) Each certificate evidencing Partnership Interests shall bear a conspicuous legend in substantially the following form:

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF USA COMPRESSION PARTNERS, LP THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF USA COMPRESSION PARTNERS, LP UNDER THE LAWS OF THE

STATE OF DELAWARE, OR (C) CAUSE USA COMPRESSION PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). USA COMPRESSION GP, LLC, THE GENERAL PARTNER OF USA COMPRESSION PARTNERS, LP, MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF USA COMPRESSION PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

Section 4.8 *Citizenship Certificates; Non-citizen Assignees*.

(a) If any Group Member is or becomes subject to any federal, state or local law or regulation that the General Partner determines would create a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of a Limited Partner, the General Partner may request any Limited Partner to furnish to the General Partner, within 30 days after receipt of such request, an executed Citizenship Certification or such other information concerning his nationality, citizenship or other related status (or, if the Limited Partner is a nominee holding for the account of another Person, the nationality, citizenship or other related status of such Person) as the General Partner may request. If a Limited Partner fails to furnish to the General Partner within the aforementioned 30-day period such Citizenship Certification or other requested information or if upon receipt of such Citizenship Certification or other requested information the General Partner determines that a Limited Partner is not an Eligible Citizen, the Limited Partner Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.9. In addition, the General Partner may require that the status of any such Limited Partner be changed to that of a Non-citizen Assignee and, thereupon, the General Partner shall be substituted for such Non-citizen Assignee as the Limited Partner in respect of the Non-citizen Assignee's Limited Partner Interests. As of the date hereof, each of the Series A Purchasers is an Eligible Citizen.

(b) The General Partner shall, in exercising voting rights in respect of Limited Partner Interests held by it on behalf of Non-citizen Assignees, distribute the votes in the same ratios as the votes of Partners (including the General Partner) in respect of Limited Partner Interests other than those of Non-citizen Assignees are cast, either for, against or abstaining as to the matter.

(c) Upon dissolution of the Partnership, a Non-citizen Assignee shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Non-citizen Assignee's share of any distribution in kind. Such payment and assignment shall be treated for Partnership purposes as a purchase by the Partnership from the Non-citizen Assignee of his Limited Partner Interest (representing his right to receive his share of such distribution in kind).

(d) At any time after he can and does certify that he has become an Eligible Citizen, a Non-citizen Assignee may, upon application to the General Partner, request that with respect to any Limited Partner Interests of such Non-citizen Assignee not redeemed pursuant to Section 4.9, such Non-citizen Assignee be admitted as a Limited Partner, and upon approval of the General Partner, such Non-citizen Assignee shall be admitted as a Limited Partner and shall no longer constitute a Non-citizen Assignee and the General Partner shall cease to be deemed to be the Limited Partner in respect of the Non-citizen Assignee's Limited Partner Interests.

Section 4.9 *Redemption of Partnership Interests of Non-citizen Assignees*.

(a) If at any time a Limited Partner fails to furnish a Citizenship Certification or other information requested within the 30-day period specified in Section 4.8(a), or if upon receipt of such Citizenship Certification or other information the General Partner determines, with the advice of counsel, that a

Limited Partner is not an Eligible Citizen, the Partnership may, unless the Limited Partner establishes to the satisfaction of the General Partner that such Limited Partner is an Eligible Citizen or has transferred his Partnership Interests to a Person who is an Eligible Citizen and who furnishes a Citizenship Certification to the General Partner prior to the date fixed for redemption as provided below, redeem the Limited Partner Interest of such Limited Partner as follows.

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Limited Partner, at his last address designated on the records of the Partnership or the Transfer Agent, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon surrender of the Certificate evidencing the Redeemable Interests and that on and after the date fixed for redemption no further allocations or distributions to which the Limited Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Limited Partner Interests of the class to be so redeemed multiplied by the number of Limited Partner Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 10% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) Upon surrender by or on behalf of the Limited Partner, at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank, the Limited Partner or his duly authorized representative shall be entitled to receive the payment therefor.

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests.

(b) The provisions of this Section 4.9 shall also be applicable to Limited Partner Interests held by a Limited Partner as nominee of a Person determined to be other than an Eligible Citizen.

(c) Nothing in this Section 4.9 shall prevent the recipient of a notice of redemption from transferring his Limited Partner Interest before the redemption date if such transfer is otherwise permitted under this Agreement. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, *provided* the transferee of such Limited Partner Interest certifies to the satisfaction of the General Partner that he is an Eligible Citizen. If the transferee fails to make such certification, such redemption shall be effected from the transferee on the original redemption date.

ARTICLE V.
CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *General Partner and Limited Partner Interests; Conversion of General Partner Interest and Cancellation of Incentive Distribution Rights*.

(a) On the date hereof, the General Partner is the sole general partner of the Partnership and the owner of the General Partner Interest (as defined in the 2013 Agreement) and the Incentive Distribution Rights (as defined in the 2013 Agreement).

(b) Pursuant to this Agreement and pursuant to the Equity Restructuring Agreement, immediately following the Closing (as defined in the CDM Contribution Agreement), the General Partner Interest (as defined in the 2013 Agreement) in the Partnership that existed immediately prior to the execution of this Agreement is hereby converted into a non-economic general partner interest in the Partnership. Immediately following the Closing (as defined in the CDM Contribution Agreement), the General Partner hereby continues as the general partner of the Partnership and holds the General Partner Interest and the Partnership is hereby continued without dissolution.

(c) Pursuant to this Agreement and pursuant to the Equity Restructuring Agreement, immediately following the Closing (as defined in the CDM Contribution Agreement), all outstanding Incentive Distribution Rights (as defined in the 2013 Agreement) are hereby cancelled.

(d) Pursuant to the Equity Restructuring Agreement and in consideration of the transactions set forth in Section 5.1(b) and Section 5.1(c), immediately following the Closing (as defined in the CDM Contribution Agreement), the Partnership shall issue 8,000,000 Common Units to the General Partner on the date hereof, which issuance is hereby authorized, ratified and approved.

Section 5.2 *Contributions by the General Partner and USA Compression Holdings*.

(a) On the Closing Date, the General Partner and its Affiliates made Capital Contributions in accordance with Section 5.2(a) of the 2013 Agreement.

(b) Except as set forth in Section 12.8, the General Partner shall not be obligated to make any additional Capital Contributions to the Partnership.

Section 5.3 *Contributions by Limited Partners.*

(a) On the Closing Date and pursuant to the Underwriting Agreement, each Underwriter contributed cash to the Partnership in exchange for the issuance by the Partnership of Common Units to each Underwriter, all as set forth in the Underwriting Agreement.

(b) No Limited Partner will be required to make any additional Capital Contribution to the Partnership pursuant to this Agreement.

Section 5.4 *Interest and Withdrawal*. No interest shall be paid by the Partnership on Capital Contributions. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon liquidation of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5.5 *Capital Accounts*.

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to such Partnership Interest and (ii) all items of Partnership income and gain (including income and gain exempt from tax) computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property (other than Series A PIK Units) made with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1. For the avoidance of doubt, each Series A Preferred Unit will be treated as a partnership interest in the Partnership that is "convertible equity" within the meaning of Treasury Regulation Section 1.721-2(g)(3), and, therefore, each holder of a Series A Preferred Unit will be treated as a partner in the Partnership. The initial Capital Account balance in respect of each Series A Preferred Unit shall be the amount determined pursuant to Section 2.07 of the Series A Purchase Agreement.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), *provided*, that:

(i) Solely for purposes of this Section 5.5, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement) of all property owned by (x) any other Group Member that is classified as a partnership for federal income tax purposes and (y) any other partnership, limited liability company, unincorporated business or other entity classified as a partnership for federal income tax purposes of which a Group Member is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) Except as otherwise provided in this Agreement or Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code that may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iv) In the event the Carrying Value of Partnership property is adjusted pursuant to Section 5.5(d), any Unrealized Gain resulting from such adjustment shall be treated as an item of gain and any Unrealized Loss resulting from such adjustment shall be treated as an item of loss.

(v) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(vi) In accordance with the requirements of Section 704(b) of the Code, any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property shall be determined as if the adjusted basis of such property on the date it was acquired by the Partnership were equal to the Agreed Value of such property. Upon an adjustment pursuant to Section 5.5(d) to the Carrying Value of any Partnership property subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization attributable to such property shall be determined under the rules prescribed by Treasury Regulation Section 1.704-3(d)(2).

(vii) To the extent required by Treasury Regulation Section 1.752-7, the Gross Liability Value of each Liability of the Partnership described in Treasury Regulation

Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to Carrying Values. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c) (i) A transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 5.13(e), immediately prior to the transfer of a Class B Unit or a Common Unit that has been issued upon conversion of a Class B Unit pursuant to Section 5.13(b) by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this Section 5.5(c)(ii) apply), the Capital Account maintained for such Person with respect to its Class B Units or Common Units issued upon conversion of Class B Units will (A) first, be allocated to the Class B Units or Common Units issued upon conversion of Class B Units to be transferred in an amount equal to the product of (x) the number of such Class B Units or Common Units issued upon conversion of Class B Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor as part of its Capital Account with respect to its remaining interest in the Partnership. Following any such transfer, the transferee's Capital Account established with respect to the transferred Class B Units or Common Units issued upon conversion of Class B Units will have a balance equal to the amount allocated under clause (A) hereinabove.

(d) (i) Consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and Treasury Regulation Section 1.704-1(b)(2)(iv)(s), on an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of a Noncompensatory Option, the issuance of Partnership Interests as consideration for the provision of services, the issuance of Partnership Interests pursuant to the Equity Restructuring Agreement, the conversion of the General Partner's Combined Interest to Common Units pursuant to Section 11.3(b), the issuance of Common Units upon the exercise of a 2018 Warrant or the conversion of Series A Preferred Units to Common Units pursuant to Section 5.12(b), the Carrying Value of each Partnership property immediately prior to such issuance (or, in the case of the exercise of a 2018 Warrant, immediately after such exercise date) or after such conversion (if in connection with the issuance of a Noncompensatory Option) shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property; *provided*, *however*, that in the event of the issuance of a Partnership Interest pursuant to the exercise of a Noncompensatory Option (which, for purposes hereof, shall include the issuance of Common Units upon the exercise of a 2018 Warrant and any conversion of Series A Preferred Units to Common Units pursuant to Section 5.12(b)) where the right to share in Partnership capital represented by such Partnership Interest differs from the consideration paid to acquire and exercise such option, the Carrying Value of each Partnership property immediately after the issuance of such Partnership Interest shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(s); *provided further, however,* that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, in the event of an issuance of a Noncompensatory Option to acquire a *de* minimis Partnership Interest,

or in the event of an issuance of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests (or, in the case of a Revaluation Event resulting from the exercise of a Noncompensatory Option (which, for purposes hereof, shall include the issuance of Common Units upon the exercise of a 2018 Warrant and any conversion of Series A Preferred Units to Common Units pursuant to Section 5.12(b)), immediately after the issuance of the Partnership Interest acquired pursuant to the exercise of such Noncompensatory Option) shall be determined by the General Partner using such method of valuation as it may adopt; *provided*, *however*, that the General Partner, in arriving at such valuation, must take fully into account the fair market value of the Partnership Interests of all Partners at such time and must make such adjustments to such valuation as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2). If, after making the allocations of Unrealized Gain and Unrealized Loss as set forth in Section 6.1(d)(xiii), the Capital Account of each Partner with respect to each Conversion Unit received upon such exercise of a 2018 Warrant or conversion of the Limited Partner Interest is less than the Per Unit Capital Amount for a then Outstanding Initial Common Unit, then, in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), Capital Account balances shall be reallocated between the Partners holding Common Units (other than Conversion Units) and Partners holding Conversion Units so as to cause the Capital Account of each Partner holding a Conversion Unit to equal, on a per Unit basis with respect to each such Conversion Unit, the Per Unit Capital Amount for a then Outstanding Initial Common Unit. In making its determination of the fair market values of individual properties, the General Partner may determine that it is appropriate to first determine an aggregate value for the Partnership, based on the current trading price of the Common Units, and taking fully into account the fair market value of the Partnership Interests of all Partners at such time, and then allocate such aggregate value among the individual properties of the Partnership (in such manner as it determines appropriate).

(ii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property. In determining such Unrealized Gain or Unrealized Loss the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of an actual distribution that is not made pursuant to Section 12.4 or in the case of a deemed distribution, be determined in the same manner as that provided in Section 5.5(d) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

Section 5.6 *Issuances of Additional Partnership Interests*.

(a) Subject to Section 5.8 and Section 5.12(b)(iv), the Partnership may issue additional Partnership Interests and options, rights, warrants, appreciation rights and phantom or tracking interests relating to the Partnership Interests (including as described in Section 7.5(c)) for any

Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.6(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest (including sinking fund provisions); (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by certificates and assigned or transferred; (vii) the method for determining the

Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of the holder of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and options, rights, warrants, appreciation rights and phantom or tracking interests relating to Partnership Interests pursuant to this Section 5.6 or Section 7.5(c), (ii) the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, (iii) reflecting admission of such additional Limited Partners in the books and records of the Partnership as the Record Holder of such Limited Partner Interest and (iv) all additional issuances of Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Interests or in connection with the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed or admitted to trading.

(d) No fractional Units (other than Series A PIK Units) shall be issued by the Partnership.

Section 5.7 *[Reserved]*.

Section 5.8 *Limited Preemptive Right*. Except as provided in this Section 5.8 or as otherwise provided in a separate agreement by the Partnership (including under the terms of the 2018 Warrants), no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. Except for (i) Common Units to be issued upon conversion of Class B Units, (ii) Common Units to be issued upon conversion of Series A Preferred Units and (iii) Common Units to be issued upon exercise of 2018 Warrants, in each case pursuant to this Agreement, the

General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates or the beneficial owners thereof or any of their respective Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates or such beneficial owners or any of their respective Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates and such beneficial owners or any of their respective Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests.

Section 5.9 *Splits and Combinations*.

(a) Subject to Section 5.9(d) and Section 5.12(b)(vi)(E), the Partnership may make a Pro Rata distribution of Partnership Interests to all Record Holders or may effect a subdivision or combination of Partnership Interests so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis or stated as a number of Units are proportionately adjusted retroactive to the beginning of the Partnership's term. Upon any Pro Rata distribution of Partnership Interests to all Record Holders of Common Units or any subdivision or combination (or reclassified into a greater or smaller number) of Common Units, the Partnership will proportionately adjust the number of Class B Units as follows: (a) if the Partnership issues Partnership Interests as a distribution on its Common Units or subdivides the Common Units (or reclassifies them into a greater number of Common Units) then the Class B Units shall be subdivided into a number of Class B Units equal to the result of multiplying the number of Class B Units by a fraction, (A) the numerator of which shall be the sum of the number of Common Units outstanding immediately prior to such distribution, subdivision or reclassification plus the total number of Partnership Interests issued in such distribution; and (B) the denominator of which shall be the number of Common Units outstanding immediately prior to such distribution, subdivision or reclassification; and (b) if the Partnership combines the Common Units (or reclassifies them into a smaller number of Common Units) then the Class B Units shall be combined into a number of Class B Units equal to the result of multiplying the number of Class B Units by a fraction, (A) the numerator of which shall be the sum of the number of Common Units outstanding immediately following such combination or reclassification; and (B) the denominator of which shall be the number of Common Units outstanding immediately prior to such combination or reclassification.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice. The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary

or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not issue fractional Units upon any distribution, subdivision or combination of Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units but for the provisions of this Section 5.9(d), each fractional Unit shall be rounded to the nearest whole Unit (and a 0.5 Unit shall be rounded to the next higher Unit).

Section 5.10 *Fully Paid and Non-Assessable Nature of Limited Partner Interests*. All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Section 17-607 or 17-804 of the Delaware Act.

Section 5.11 *[Reserved]*.

Section 5.12 *Establishment of Series A Preferred Units*.

(a) *General*. There is hereby created a class of Units designated as "Series A Perpetual Preferred Units" (such Series A Perpetual Preferred Units, together with any Series A PIK Units, the "***Series A Preferred Units***"), with the designations, preferences and relative, participating, optional or other special rights, powers and duties as set forth in this Section 5.12 and elsewhere in this Agreement.

(b) *Rights of Series A Preferred Units*. The Series A Preferred Units shall have the following rights, preferences and privileges and the Series A Preferred Unitholders shall be subject to the following duties and obligations:

(i) *Distributions.*

(A) Subject to Section 5.12(b)(i)(B), commencing with the Quarter ending on June 30, 2018, subject to Section 5.12(b)(i)(C), the Record Holders of the Series A Preferred Units as of the applicable Record Date for each Quarter shall be entitled to receive, in respect of each outstanding Series A Preferred Unit, cumulative distributions in respect of such Quarter equal to the sum of (1) the Series A Distribution Amount for such Quarter and (2) any Series A Unpaid Distributions (collectively, a "***Series A Quarterly Distribution***"). Provided that no Payment Default has occurred and is continuing, with respect to any Quarter (or portion thereof for which a Series A Quarterly Distribution is due) ending on or prior to June 30, 2019 (the "***Series A Initial Distribution Period***"), such Series A Quarterly Distribution shall be paid, as determined by the General Partner, in cash or in a combination of Series A PIK Units and cash; *provided*, that the portion paid in Series A PIK Units may not exceed 48.72% of the Series A Distribution Amount for such Quarter and the remainder of such Series A Quarterly Distribution Amount shall be paid in cash. For any Quarter ending after the Series A Initial Distribution Period, all Series A Quarterly Distributions shall be paid in cash. If, during the Series A Initial Distribution Period, the General Partner elects to pay a portion of a

Series A Quarterly Distribution in Series A PIK Units, the number of Series A PIK Units to be issued in connection with such Series A Quarterly Distribution shall equal the quotient of (A) the portion of such Series A Quarterly Distribution to be paid in Series A PIK Units, divided by (B) the Series A Issue Price; *provided*, that with respect to each Series A Quarterly Distribution to be paid in part in Series A PIK Units, the Series A PIK Units will be allocated pro rata among the Series A Preferred Unitholders. Each Series A Quarterly Distribution shall be due and payable quarterly by no later than 60 days after the end of the applicable Quarter (each such payment date, a "***Series A Distribution Payment Date***"). If the General Partner establishes an earlier Record Date for any distribution to be made by the Partnership on other Partnership Interests in respect of any Quarter, then the Record Date established pursuant to this Section 5.12(b)(i) for a Series A Quarterly Distribution in respect of such Quarter shall be the same Record Date. For the avoidance of doubt, subject to Section 5.12(b)(i)(C), the Series A Preferred Units shall not be entitled to any distributions made pursuant to Section 6.3. All Series A Quarterly Distributions payable by the Partnership pursuant to this Section 5.12(b) shall be payable without regard to income of the Partnership and shall be treated for federal income tax purposes as guaranteed payments for the use of capital under Section 707(c) of the Code.

(B) If the Partnership fails to pay in full the Series A Distribution Amount of any Series A Quarterly Distribution in accordance with Section 5.12(b)(i)(A) when due for any Quarter (a "***Payment Default***"), then (1) the amount of such unpaid Series A Distribution Amount (on a per Series A Preferred Unit basis, including any distributions accrued and unpaid at the Deficiency Rate, "***Series A Unpaid Distributions***") will accrue and accumulate at the Deficiency Rate from and including the first day of the Quarter immediately following the Quarter in respect of which such payment was due (the "***Default Effective Date***"), until paid in full in cash (or until the earlier conversion or redemption of the underlying Series A Preferred Units); (2) commencing on the Default Effective Date the Series A Distribution Amount shall be $25.625 (such amount, as applicable, the "***Deficiency Rate***"), until such time as all Series A Unpaid Distributions are paid in full in cash; and (3) from and after the Default Effective Date and continuing until such time as all Series A Unpaid Distributions are paid in full in cash, the Partnership shall not be permitted to, and shall not, declare or make, any distributions, redemptions or repurchases in respect of any Series A Junior Securities or Series A Parity Securities (including, for the avoidance of doubt, with respect to the Quarter for which the Partnership first failed to pay in full the Series A Distribution Amount of any Series A Quarterly Distribution when due); *provided*, *however*, that distributions may be declared and paid on the Series A Preferred Units and the Series A Parity Securities so long as such distributions are declared and paid pro rata so that amounts of distributions declared per Series A Preferred Unit and Series A Parity Security shall in all cases bear to each other the same ratio that accrued and accumulated distributions per Series A Preferred Unit and Series A Parity Security bear to each other.

(C) Notwithstanding anything in this Section 5.12(b)(i) to the contrary, with respect to any Series A Preferred Unit that is converted into a Common Unit, (i) with respect to a distribution to be made to Record Holders as of a Record Date preceding such conversion, the Record Holder as of such Record Date of such Series A Preferred Unit shall be entitled to receive such distribution in respect of such Series A Preferred Unit on the corresponding Series A Distribution Payment Date, but shall not be entitled to receive such distribution in respect of the Common Units into which such Series A Preferred Unit was converted on the payment date thereof, and (ii) with respect to a distribution to be made to Record Holders as of any Record Date on or following the date of such conversion, the Record Holder as of such Record Date of the Common Units into which such Series A Preferred Unit was converted shall be entitled to receive such distribution in respect of such converted Common Units on the payment date thereof, but shall not be entitled to receive such distribution in respect of such Series A Preferred Unit on the corresponding Series A Distribution Payment Date. For the avoidance of doubt, if a Series A Preferred Unit is converted into Common Units pursuant to the terms hereof following a Record Date but prior to the corresponding Series A Distribution Payment Date, then the Record Holder of such Series A Preferred Unit as of such Record Date shall nonetheless remain entitled to receive on the Series A Distribution Payment Date a distribution in respect of such Series A Preferred Unit pursuant to Section 5.12(b)(i)(A) and, until such distribution is received, Section 5.12(b)(i)(B) shall continue to apply.

(D) When any Series A PIK Units are payable to a Series A Preferred Unitholder pursuant to this Section 5.12, the Partnership shall issue the Series A PIK Units to such holder in accordance with Section 5.12(b)(i)(A) (the date of issuance of such Series A PIK Units, the "***Series A PIK Payment Date***"). On the Series A PIK Payment Date, the Partnership shall have the option to (i) issue to such Series A Preferred Unitholder a certificate or certificates for the number of Series A PIK Units to which such Series A Preferred Unitholder shall be entitled, or (ii) cause the Transfer Agent to make a notation in book entry form in the books of the Partnership, and all such Series A PIK Units shall, when so issued, be duly authorized, validly issued, fully paid and non-assessable Limited Partner Interests, except as such non-assessability may be affected by Sections 17-303, 17-607 or 17-804 of the Delaware Act, and shall be free from preemptive rights and free of any lien, claim, rights or encumbrances, other than those arising under the Delaware Act or this Agreement.

(E) For purposes of maintaining Capital Accounts, if the Partnership issues one or more Series A PIK Units with respect to a Series A Preferred Unit, (i) the Partnership shall be treated as distributing cash with respect to such Series A Preferred Unit in an amount equal to the Series A Issue Price of the Series A PIK Unit issued in payment of the Series A Quarterly Distribution, which deemed payment shall be treated for federal income tax purposes as a guaranteed payment for the use of capital under Section 707(c) of the Code, and (ii) the holder of such Series A Preferred Unit shall be treated as having contributed to the Partnership in

exchange for such newly issued Series A PIK Unit an amount of cash equal to the Series A Issue Price.

(F) On or prior to each Series A Distribution Payment Date, the General Partner shall determine whether the Leverage Ratio determined as of the last day of the preceding Quarter exceeded 6.5x and if the General Partner determines that the Leverage Ratio did exceed 6.5x as of such date, the General Partner shall, within five (5) Business Days thereafter, deliver a written notice to each Series A Preferred Unitholder stating the General Partner's determination of the Leverage Ratio as of such date.

(ii) *Issuance of the Series A Preferred Units*. The Series A Preferred Units (other than the Series A PIK Units) shall be issued by the Partnership on the date hereof pursuant to the terms and conditions of the Series A Purchase Agreement.

(iii) *Voting Rights*.

(A) Except as provided in this Section 5.12, the Outstanding Series A Preferred Units shall have no voting, consent or approval rights.

(B) Except as provided in Section 5.12(b)(iii)(C), notwithstanding any other provision of this Agreement, in addition to all other requirements imposed by Delaware law, and all other voting rights granted under this Agreement, the affirmative vote of the Record Holders of the Series A Required Voting Percentage shall be required for any amendment to this Agreement or the Certificate of Limited Partnership (in either case, including by merger or otherwise) that is materially adverse to any of the rights, preferences and privileges of the Series A Preferred Units; *provided*, *however*, that the General Partner may, in its sole discretion and without any vote of the holders of Outstanding Series A Preferred Units (but without prejudice to their rights under this Section 5.12(b)(iii)), amend this Agreement to change the distribution provisions of the Series A Preferred Units solely to provide for monthly distribution payments by the Partnership to the Series A Preferred Unitholders. Without limiting the generality of the preceding sentence, any amendment shall be deemed to have such a materially adverse impact if such amendment would:

(1) reduce the Series A Distribution Amount or the Deficiency Rate, change the form of payment of distributions on the Series A Preferred Units, defer the date from which distributions on the Series A Preferred Units will accrue, cancel any Series A Unpaid Distributions or any interest accrued thereon (including any Series A Unpaid Distributions, Series A Partial Period Distributions or Series A PIK Units), or change the seniority rights of the Series A Preferred Unitholders as to the payment of distributions in relation to the holders of any other class or series of Partnership Interests;

(2) reduce the amount payable or change the form of payment to the Record Holders of the Series A Preferred Units upon the voluntary or involuntary liquidation, dissolution or winding up, or sale of all or substantially all of the assets, of the

Partnership, or change the seniority of the liquidation preferences of the Record Holders of the Series A Preferred Units in relation to the rights upon liquidation of the holders of any other class or series of Partnership Interests; or

(3) make the Series A Preferred Units redeemable or convertible at the option of the Partnership other than as set forth herein.

(C) Notwithstanding anything to the contrary in this Section 5.12(b)(iii), in no event shall the consent of the Series A Preferred Unitholders, as a separate class, be required in connection with any Series A Change of Control to the extent in compliance with Section 5.12(b)(vii) or Partnership Restructuring Event.

(D) Notwithstanding any other provision of this Agreement, in addition to all other voting rights granted under this Agreement, the Partnership shall not declare or pay any distribution from Capital Surplus (other than on account of the Series A Distribution Amount) without the affirmative vote of the Record Holders of the Series A Required Voting Percentage.

(E) The Partnership shall not, without the affirmative vote of the Record Holders of the Series A Required Voting Percentage, incur (or permit any of its Subsidiaries to incur) Indebtedness if, after giving pro forma effect to such incurrence, the Leverage Ratio determined as of the last day of the most recently ended fiscal quarter for which financial statements have been prepared, would exceed 6.5x; except: (a) Indebtedness the net cash proceeds of which are promptly used to redeem in full in cash all issued and outstanding Series A Preferred Units; (b) Indebtedness constituting Permitted Refinancing Indebtedness; (c) surety and performance bonds in the

ordinary course of business of the Partnership; (d) Indebtedness among the Partnership and its wholly owned Subsidiaries; (e) other Indebtedness the net cash proceeds of which are less than $10 million in any fiscal year; and (f) Indebtedness incurred pursuant to a customary asset based loan or a revolving based loan (a majority of the lenders of which are commercial banks) to finance (1) capital expenditures for growth projects to the extent such expenditures are being incurred in compliance with a capital budget approved by the Board of Directors that was, at the time of adoption, determined by the Board of Directors in good faith not to result in borrowings that would cause the Leverage Ratio to be in excess of 6.5x at any time during the time period contemplated by such budget or (2) other working capital items incurred in the ordinary course of business; but, with respect to this clause (f)(2), only (i) prior to the date that is six months from the date of incurrence of any Indebtedness that causes the Leverage Ratio to be in excess of 6.5x and (ii) so long as the Partnership is using commercially reasonable efforts during such period to reduce the Leverage Ratio to 6.5x or less.

(F) The Partnership shall not enter into (1) a merger or other similar transaction (other than a Series A Change of Control) if the Series A Preferred Units will cease to be outstanding and are exchanged for other consideration in such merger or other similar transaction, and such consideration is less than the amount the Series A Preferred Units would otherwise receive if the merger or similar

transaction were a Series A Change of Control or (2) a Series A Change of Control except in compliance with Section 5.12(b)(vii), including, with respect to each Series A Preferred Unitholder that elects to be treated in accordance with Section 5.12(b)(vi)(A)(2), payment of the cash amount to be paid to such Series A Preferred Unitholder pursuant to Section 5.12(b)(vi)(A)(2) as and when provided by such Section.

(G) To the fullest extent permitted by law, the Partnership shall not, and shall not permit any of its Subsidiaries to, without the affirmative vote of the Record Holders of the Series A Required Voting Percentage, (1) make a general assignment for the benefit of creditors; (2) file a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (3) file a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (4) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in a proceeding of the type described in clauses (1)-(3) of this Section 5.12(b)(iii)(G); or (5) seek, consent to or acquiesce in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the Partnership or any of its Subsidiaries or of all or any substantial part of their properties.

(H) If a Payment Default occurs and is continuing on the first day of the third quarter following the applicable Default Effective Date (e.g. if a Default Effective Date occurred on January 1, October 1) (an "***Ongoing Default Trigger***"), then from and after such date unless and until such time as all Series A Unpaid Distributions are paid in full in cash, the Partnership shall not and shall not permit any of its Subsidiaries to, without the affirmative vote of the Record Holders of the Series A Required Voting Percentage: (1) incur any additional Indebtedness in excess of $25.0 million (except Indebtedness incurred in the ordinary course of business of the Partnership consistent with past practice, including borrowings under the Revolving Credit Agreement or any other revolving credit agreement of the Partnership or its Subsidiaries, pursuant to surety and performance bonds, purchase money or capital lease obligations, contingent purchase prices or notes issued on acquisitions approved by the Board of Directors, general accounts receivable and trade credit indebtedness, liens securing any of the foregoing and guarantees relating to any of the foregoing); (2) acquire any assets in a single transaction or a series of related transactions with a purchase price greater than $10 million or in the aggregate during any quarter with aggregate purchase prices in excess of $25.0 million; or (3) sell any assets in a single transaction or a series of related transactions with a purchase price greater than $10 million or in the aggregate during any quarter with aggregate purchase prices in excess of $25.0 million.

(iv) *No Series A Senior Securities; Series A Parity Securities.* Other than issuances of Series A PIK Units, the Partnership shall not, without the affirmative vote of the Record Holders of the Series A Required Voting Percentage, issue any (A) Series A Senior Securities (or amend the provisions of this Agreement to create any class of Series A Senior Securities, or to convert or reclassify any existing class of Partnership Interests

into a class of Series A Senior Securities) or (B) Series A Parity Securities (or amend the provisions of this Agreement to create any class of Series A Parity Securities, or to convert or reclassify any existing class of Partnership Interests into a class of Series A Parity Securities) or Series A Preferred Units. Subject to Section 5.12(b)(vi)(E), the Partnership may, without any vote of the holders of Outstanding Series A Preferred Units, issue the Series A PIK Units contemplated by this Agreement or create (by reclassification or otherwise) and issue Series A Junior Securities in an unlimited amount.

(v) *Legends.* Each book entry evidencing a Series A Preferred Unit shall bear a restrictive notation in substantially the form set forth in Exhibit B.

(vi) *Conversion*.

(A) The Series A Preferred Units will become convertible, at the option of the Series A Preferred Unitholders, into Common Units as follows:

(1) from and after April 2, 2021, 33 1/3% of the Series A Preferred Units issued on the Series A Issuance Date, plus all of the Series A PIK Units issued as Series A Quarterly Distributions on such Series A Preferred Units, shall be convertible;

(2) from and after April 2, 2022, 66 2/3% of the Series A Preferred Units issued on the Series A Issuance Date, plus all of the Series A PIK Units issued as Series A Quarterly Distributions on such Series A Preferred Units, shall be convertible; and

(3) from and after April 2, 2023, all of the Series A Preferred Units shall be convertible; *provided, that,*

(4) notwithstanding the foregoing, if an Ongoing Default Trigger occurs at any time, from and after the occurrence of such Ongoing Default Trigger, all of the issued and Outstanding Series A Preferred Units shall be convertible;

in each case, at any time, and from time to time, in whole or in part, subject to this Section 5.12(b)(vi). The conversion rights in the preceding sentence shall be allocated proportionally among the Record Holders of the Series A Preferred Units at the time the Series A Preferred Units become convertible. Any transfer of Series A Preferred Units after April 2, 2021 shall be deemed to include proportional amounts of convertible and non-convertible Series A Preferred Units, unless otherwise agreed upon by the transferring Series A Preferred Unitholder and their respective transferees; *provided*, that the transferring Series A Preferred Unitholder shall notify the Partnership in writing of any non-proportional transfer, including the amount of convertible and non-convertible Series A Preferred Units transferred and the name(s) of the transferees.

(B) *Conversion Notice.* A Series A Preferred Unitholder may exercise its right to convert Series A Preferred Units into Common Units pursuant to Section 5.12(b)(vi)(A) by delivering written notice (a "***Series A Conversion Notice***," and the date such notice is received, a "***Series A Conversion Notice Date***") to the Partnership stating that such Series A Preferred Unitholder elects to so convert Series A Preferred Units held by such Series A Preferred Unitholder

pursuant to Section 5.12(b)(vi)(A), the number of Series A Preferred Units held by such Series A Preferred Unitholder to be converted and the Person to whom such Common Units should be issued; *provided* that a Series A Preferred Unitholder may not deliver more than one Series A Conversion Notice per Quarter.

(C) *Timing; Conversion.* If a Series A Conversion Notice is delivered by a Series A Preferred Unitholder to the Partnership in accordance with Section 5.12(b)(vi)(B), then, no later than five Business Days after the Series A Conversion Notice Date, the Partnership shall (1) issue to the applicable Series A Preferred Unitholder (or its designated recipient(s)) a number of Series A Conversion Units equal to (x) the number of Series A Preferred Units designated to be converted in such Series A Conversion Notice, multiplied by (y) the Series A Conversion Rate as of such date and (2) instruct, and use its commercially reasonable efforts to cause, its Transfer Agent to electronically transmit the Series A Conversion Units issuable upon conversion to such Series A Preferred Unitholder (or designated recipient(s)), by crediting the account of the Series A Preferred Unitholder (or designated recipient(s)) through its Deposit Withdrawal Agent Commission system. The parties agree to coordinate with the Transfer Agent to accomplish this objective.

(D) If a Series A Preferred Unit is converted pursuant to Section 5.12(b)(vi)(C) (a "***Converted Series A Preferred Unit***"), immediately upon the issuance of Series A Conversion Units pursuant to Section 5.12(b)(vi)(C) with respect to the conversion of such Converted Series A Preferred Unit, the applicable Series A Preferred Unitholder (or its designated recipient(s)) shall be treated for all purposes as the owner of such Series A Conversion Units, and all rights of the applicable Series A Preferred Unitholder with respect to such Converted Series A Preferred Unit shall cease, including any further accrual of distributions, but subject to Section 5.12(b)(i)(C). Fractional Common Units shall not be issued to any Person pursuant to this Section 5.12(b)(vi) (each fractional Common Unit shall be rounded down to the nearest whole Common Unit with the remainder being paid as an amount in cash to be calculated based on the Closing Price of Common Units on the Trading Day immediately preceding the Series A Conversion Notice Date).

(E) *Distributions, Combinations, Subdivisions and Reclassifications by the Partnership*. If, after the Series A Issuance Date, the Partnership (i) makes a distribution on its Common Units payable in Common Units or other Partnership Interests, (ii) subdivides or splits its Outstanding Common Units into a greater number of Common Units, (iii) combines or reclassifies its Common Units into a lesser number of Common Units, (iv) issues by reclassification of its Common Units any Partnership Interests (including any reclassification in connection with a merger, consolidation or business combination in which the Partnership is the surviving Person), (v) effects a Pro Rata repurchase of Common Units, other than in connection with a Series A Change of Control (which shall be governed by Section 5.12(b)(vii)), (vi) issues to holders of Common Units, in their capacity as holders of Common Units, rights, options or warrants entitling them to subscribe for or purchase Common Units at less than the market value thereof, (vii) distributes

to holders of Common Units evidences of indebtedness, Partnership Interests (other than Common Units) or other assets (including securities, but excluding any distribution referred to in clause (i), any rights or warrants referred to in clause (vi), any consideration payable in connection with a tender or exchange offer made by the Partnership or any of its Subsidiaries and any distribution of Units or any class or series, or similar Partnership Interest, of or relating to a Subsidiary or other business unit in the case of certain spin-off transactions described below), or (viii) consummates a spin-off, where the Partnership makes a distribution to all holders of Common Units consisting of Units of any class or series, or similar equity interests of, or relating to, a Subsidiary or other business unit, then the Series A Conversion Rate in effect at the time of the Record Date for such distribution or the effective date of any such other transaction shall be proportionately adjusted: (1) in respect of clauses (i) through (iv) above, so that the conversion of the Series A Preferred Units after such time shall entitle each Series A Preferred Unitholder to receive the aggregate number of Common Units (or any Partnership Interests into which such Common Units would have been combined, consolidated, merged or reclassified, as applicable) that such Series A Preferred Unitholder would have been entitled to receive if the Series A Preferred Units had been converted into Common Units immediately prior to such Record Date or effective date, as the case may be, (2) in respect of clauses (v) through (viii) above, in the reasonable discretion of the General Partner to appropriately ensure that the Series A Preferred Units are convertible into an economically equivalent number of Common Units after taking into account the event described in clauses (v) through (viii) above, and (3) in addition to the foregoing, in the case of a merger, consolidation or business combination in which the Partnership is the surviving Person, the Partnership shall provide effective provisions to ensure that the provisions in this Section 5.12 relating to the Series A Preferred Units shall not be abridged or amended and that the Series A Preferred Units shall thereafter retain the same powers, economic rights, preferences and relative participating, optional and other special rights, and the qualifications, limitations and restrictions thereon, that the Series A Preferred Units had immediately prior to such transaction or event, and the Series A Conversion Rate and any other terms of the Series A Preferred Units that the General Partner in its reasonable discretion determines require adjustment to achieve the economic equivalence described below, shall be proportionately adjusted to take into account any such subdivision, split, combination or reclassification. An adjustment made pursuant to this Section 5.12(b)(vi)(E) shall become effective immediately after the Record Date in the case of a distribution and shall

become effective immediately after the effective date in the case of a subdivision, combination, reclassification (including any reclassification in connection with a merger, consolidation or business combination in which the Partnership is the surviving Person) or split. Such adjustment shall be made successively whenever any event described above shall occur.

(F) *No Adjustments for Certain Items.* Notwithstanding any of the other provisions of this Section 5.12(b)(vi), no adjustment shall be made to the Series A Conversion Rate pursuant to Section 5.12(b)(vi)(E) as a result of any of the following:

(1) any cash distributions made to holders of the Common Units (unless made in breach of Section 5.12(b)(i)(B));

(2) any issuance of Partnership Interests in exchange for cash, including pursuant to any distribution reinvestment plan;

(3) any grant of Common Units or options, warrants, rights or other equity interests to purchase or receive Common Units or the issuance of Common Units upon the exercise or vesting of any such options, warrants, rights or other equity interests in respect of services provided to or for the benefit of the Partnership or its Subsidiaries, under compensation plans and agreements approved by the General Partner (including any long-term incentive plan);

(4) any issuance of Common Units as all or part of the consideration to effect (i) the closing of any acquisition by the Partnership of assets or equity interests of a third party in an arm's-length transaction, (ii) the closing of any acquisition by the Partnership of assets or equity interests of ETE, ETP or any of their respective Affiliates, (iii) the consummation of a merger, consolidation or other business combination of the Partnership with another entity in which the Partnership survives and the Common Units remain Outstanding, or (iv) the direct or indirect acquisition of all or a portion of the limited liability company interests in the General Partner by the Partnership or a Subsidiary of the Partnership, to the extent any such transaction set forth in clause (i), (ii), (iii) or (iv) above is validly approved by the General Partner;

(5) the issuance of Common Units upon conversion of the Series A Preferred Units or Series A Parity Securities;

(6) the issuance of Common Units upon conversion of the Class B Units; or

(7) the issuance of Common Units upon exercise of the 2018 Warrants.

Notwithstanding anything in this Agreement to the contrary, whenever the issuance of a Partnership Interest or other event would require an adjustment to the Series A Conversion Rate under one or more provisions of this Agreement, only one adjustment shall be made to the Series A Conversion Rate in respect of such issuance or event.

Notwithstanding anything to the contrary in Section 5.12(b)(vi)(E), unless otherwise determined by the General Partner, no adjustment to the Series A Conversion Rate shall be made with respect to any distribution or other transaction described in Section 5.12(b)(v)(E) if the Series A Preferred Unitholders are entitled to participate in such distribution or transaction as if they held a number of Common Units issuable upon conversion of the Series A Preferred Units immediately prior to such event at the then applicable Series A Conversion Rate, without having to convert their Series A Preferred Units.

(vii) *Series A Change of Control.*

(A) Within 5 Business Days following execution of definitive agreements relating to a Series A Change of Control, and at least 15 Business Days prior to consummating such Series A Change of Control, the Partnership shall deliver written notice (a "***Series A Change of Control Notice***") of such Series A Change of Control (including a summary of all material terms and copies of the definitive agreements relating thereto) to each Series A Preferred Unitholder. Within 10 Business Days following delivery of a Series A Change of Control Notice, each Series A Preferred Unitholder shall deliver a written notice to the Partnership electing one of sub-clauses (1), (2) or (3) below; *provided*, that if a Series A Preferred Unitholder fails to timely deliver written notice of such election to the Partnership, such Series A Preferred Unitholder shall be deemed to have elected the option set forth in sub-clause (1) below. Each Series A Preferred Unitholder shall be entitled to elect (subject to the proviso of the preceding sentence, and, in each case, subject to the consummation of the applicable Series A Change of Control) to:

(1) effective immediately prior to the consummation of such Series A Change of Control, convert all, but not less than all, of the Outstanding Series A Preferred Units held by such Series A Preferred Unitholder into Common Units, at the then-applicable Series A Conversion Rate;

(2) require the Partnership to redeem all of the Series A Preferred Units held by such Series A Preferred Unitholder as of the consummation of such Series A Change of Control for an amount in cash, per Series A Preferred Unit, equal to the sum of (A) the Series A Redemption Price per Series A Preferred Unit (excluding, for this purpose, any Series A Partial Period Distributions), plus (B) (x) the Series A Distribution Amount multiplied by (y) the number of Quarters ending after the consummation of such Series A Change of Control and prior to (but including) April 2, 2022, plus (C) $0.536. If any Series A Preferred Unitholders elect this sub-clause (2) with respect to the Series A Preferred Units held by such Series A Preferred Unitholders, then no later than three Trading Days prior to the consummation of the applicable Series A Change of Control, the Partnership shall deliver a written notice to the Record Holders of such Series A Preferred Units stating the date on which the Series A Preferred Units will be redeemed and the Partnership's computation of the amount of cash to be received by the Record Holder upon redemption of such Series A Preferred Units. If the Partnership shall be the surviving entity of the related Series A Change of Control, then no later than 10 Business Days following the consummation of such Series A Change of Control, the Partnership shall remit the applicable cash consideration to the Record Holders of then Outstanding Series A Preferred Units. If the Partnership shall not be the surviving entity of the related Series A Change of Control, then the Partnership shall remit the applicable cash immediately

prior to the consummation of the related Series A Change of Control. The Record Holders shall deliver to the Partnership any Certificates representing the Series A Preferred Units as soon as practicable following the redemption. Record Holders of the Series A Preferred Units shall retain all of the rights and privileges thereof unless and until the consideration due to them as a result of such redemption shall be paid in full in cash. After any such redemption, any such redeemed Series A Preferred Unit shall no longer constitute an issued and Outstanding Limited Partner Interest. Notwithstanding anything in this Section 5.12(b)(vii)(A)(2) to the contrary, if a redemption pursuant to this Section would cause the Series A Preferred Units to be characterized as "disqualified stock," "disqualified capital stock" or

any similar concept pursuant to the terms of any agreement, document or instrument governing or evidencing any Indebtedness of the Partnership or its Subsidiaries that is, or was originally issued or incurred, in excess of $10,000,000, the redemption obligation of the Partnership set forth in this Section 5.12(b)(vii)(A)(2) shall be tolled until the earlier of the date (i) such redemption would comply with a "Restricted Payments" covenant or similar covenant contained in any such agreement, document or instrument, or (ii) the applicable loans and other debt obligations under such agreement, document or instrument are, to the extent required, repaid (and, if applicable, any commitments will be terminated and any obligations to offer to redeem, repay or repurchase such loans or other debt obligations as a result of the Series A Change of Control will have expired) prior to such redemption of the Series A Preferred Units and the Partnership will timely comply with any "change of control offer" or similar requirements under the terms of any such agreement, document or instrument, if applicable. For the avoidance of doubt, the preceding proviso shall not be deemed to be a waiver by any Series A Preferred Unitholder of its right to receive from the Partnership and/or its successor the cash payment required by this Section 5.12(b)(vii)(A)(2) in connection with such Series A Change of Control and redemption); or

(3) if the Partnership will not be the surviving entity of such Series A Change of Control or the Partnership will be the surviving entity but its Common Units will cease to be listed or admitted to trading on a National Securities Exchange, require the Partnership to use its commercially reasonable efforts to deliver or to cause to be delivered to such Series A Preferred Unitholder, in exchange for its Series A Preferred Units concurrently with the consummation of such Series A Change of Control, a security in the surviving entity or the parent of the surviving entity that has substantially similar rights, preferences and privileges as the Series A Preferred Units, including, for the avoidance of doubt, the right to distributions equal in amount and timing to those provided in Section 5.12(b)(i) and a conversion rate proportionately adjusted such that the conversion of such security in the surviving entity or parent of the surviving entity immediately following the Series A Change of Control would entitle the Record Holder to the number of common securities of such entity (together with a number of common securities of equivalent value to any other assets received by holders of Common Units in such Series A Change of Control) which, if a Series A Preferred Unit had been converted into Common Units immediately prior to such Series A Change of Control, such Record Holder would have been entitled to receive immediately following such Series A Change of Control (such security in the surviving entity, a "***Series A Substantially Equivalent Unit***"); *provided*, *however*, that if the Partnership is unable to deliver or cause to be delivered Series A Substantially Equivalent Units to any Series A Preferred Unitholder in connection with such Series A Change of Control, each Series A Preferred Unitholder shall be entitled to require conversion or redemption of its Series A Preferred Units in the manner contemplated by sub-clause (1) or (2) of this Section 5.12(b)(vii)(A) (at such Series A Preferred Unitholder's election);

provided, *however*, that, in connection with a merger of the Partnership with another entity pursuant to which ETE, ETP or one of their respective Affiliates owns more than 50% of the voting interests of such entity (or, if such entity is a partnership, the general partner of such entity), then each Series A Preferred Unitholder may only select between the options specified in Section 5.12(b)(vii)(A)(1) or Section 5.12(b)(vii)(A)(2).

(viii) *Series A Preferred Unit Transfer Restrictions*.

(A) Notwithstanding any other provision of this Section 5.12(b)(viii) (other than the restriction on transfers to a Person that is not a U.S. resident individual or an entity that is not treated as a U.S. corporation or partnership set forth in Section 5.12(b)(viii)(B)(4)), but otherwise subject to compliance with this Agreement including Section 4.7, each Series A Preferred Unitholder shall be permitted to transfer any Series A Preferred Units owned by such Series A Preferred Unitholder to any of its Affiliates or to any other Series A Preferred Unitholder.

(B) Without the prior written consent of the Partnership, except as specifically provided in the Series A Purchase Agreement or this Agreement, each Series A Purchaser shall not, (1) during the period commencing on the Series A Issuance Date and ending on April 2, 2019, offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any of its Series A Preferred Units, (2) during the period commencing on the Series A Issuance Date and ending on April 2, 2020, directly or indirectly engage in any short sales or other derivative or hedging transactions with respect to the Series A Preferred Units or Common Units that are designed to, or that might reasonably be expected to, result in the transfer to another, in whole or in part, any of the economic consequences of ownership of any Series A Preferred Units, (3) transfer any Series A Preferred Units to any Competitor of the Partnership, (4) transfer any Series A Preferred Units to any non-U.S. resident individual, non-U.S. corporation or partnership, or any other non-U.S. entity, including any foreign governmental entity (provided, however, that the foregoing shall not apply if, prior to any such transfer or arrangement, such individual, corporation, partnership or other entity establishes to the satisfaction of the Partnership, its entitlement to a complete exemption from tax withholding, including under Code Sections 1441, 1442, 1445 and 1471 through 1474, and the Treasury regulations thereunder), including by means of any swap or other transaction or arrangement that transfers or that is designed to, or that might reasonably be expected to, result in the transfer to another, in whole or in part, any of the economic consequences of ownership of any Series A Preferred Units, regardless of whether any transaction described in subclauses (1) — (4) above is to be settled by delivery of Series A Preferred Units, Common Units or other securities, in cash or otherwise, or (5) effect any transfer of Series A Preferred Units or Series A Conversion Units in a manner that violates the terms of this Agreement; *provided*, *however*, that such Series A Preferred Unitholder may make a bona fide pledge of all or any portion of its Series A Preferred Units to any holders of obligations owed by such Series A Preferred Unitholder, including to the trustee for, or representative of, such Series A Preferred Unitholder, and a foreclosure by any such pledgee on any such pledged Series A Preferred Units shall not be considered a violation or breach of this Section 5.12(b)(viii), subject to compliance with subclauses (4) and (5) above. Notwithstanding the foregoing, any transferee receiving any Series A Preferred Units pursuant to this Section 5.12(b)(viii)(B) shall agree to the restrictions set forth in this Section 5.12(b)(viii)(B). For the avoidance of doubt, subject to subclauses (4) and (5) above, in no way does this Section 5.12(b)(viii)(B) prohibit changes in the composition of any Series A

Preferred Unitholder or its partners or members so long as such changes in composition only relate to changes in direct or indirect ownership of such Series A Preferred Unitholder among such Series A Preferred Unitholder, its Affiliates and the limited partners of the private equity fund vehicles that indirectly own such Series A Preferred Unitholder.

(C) Subject to Section 4.7, following April 2, 2019, the Series A Preferred Unitholders may freely transfer Series A Preferred Units, subject to compliance with applicable securities laws and this Agreement; *provided*, *however*, that this Section 5.12(b)(viii)(C) shall not eliminate, modify or reduce the obligations set forth in subclauses (2), (3) ,(4) or (5) of Section 5.12(b)(viii)(B).

(ix) *Optional Redemption*.

(A) On and after April 2, 2023, the Partnership shall have the option, at any time and from time to time, upon not less than 30 days' written notice (each, a "***Series A Redemption Notice***") to the Series A Preferred Unitholders, to redeem all or any portion of the Series A Preferred Units then Outstanding for a redemption price in cash equal to the Series A Redemption Price per Series A Preferred Unit; *provided* that any such redemption shall be for an aggregate value of at least $25 million or for all remaining Series A Preferred Units. If fewer than all of the outstanding Series A Preferred Units are to be redeemed, any such redemption shall be allocated among the Series A Preferred Unitholders on a Pro Rata basis (as nearly as practicable without creating fractional Units) or on such other basis as may be agreed upon by the Series A Preferred Unitholders.

(B) Each date fixed for redemption pursuant to this Section 5.12(b)(ix) or Section 5.12(b)(x) is referred to as a "***Series A Redemption Date***." A Series A Redemption Notice will be irrevocable and will be delivered by the Partnership not less than 30 days prior to the Series A Redemption Date, addressed to the respective Record Holders of the Series A Preferred Units to be redeemed at their respective addresses as they appear on the books and records of the Partnership. No failure to give such notice or any defect therein shall affect the validity of the proceedings for the redemption of any Series A Preferred Units except as to any Series A Preferred Unitholder to whom the Partnership has failed to give notice or except as to any Series A Preferred Unitholder to whom notice was defective. In addition to any information required by applicable law, such Series A Redemption Notice shall state: (1) the Series A Redemption Date; (2) the Series A Redemption Price; and (3) whether all or less than all the outstanding Series A Preferred Units are to be redeemed, the aggregate amount of Series A Preferred Units to be redeemed and, if less than all Series A Preferred Units held by such Series A Preferred Unitholder are to be redeemed, the percentage of Series A Preferred Units that will be redeemed. The Series A Redemption Notice may also require delivery of Certificates representing the Series A Preferred Units to be redeemed, if any, together with certification as to the ownership of such Series A Preferred Units. Upon the redemption of Series A Preferred Units pursuant to this Section 5.12(b)(ix), all rights of a Series A Preferred Unitholder

with respect to the redeemed Series A Preferred Units shall cease, and such redeemed Series A Preferred Units shall cease to be Outstanding for all purposes of this Agreement.

(C) Upon any redemption of Series A Preferred Units pursuant to this Section 5.12(b)(ix), the Partnership shall pay to each Series A Preferred Unitholder an amount in cash equal to the number of Series A Preferred Units being redeemed from such Series A Preferred Unitholder, multiplied by the Series A Redemption Price by wire transfer of immediately available funds to an account specified by each such Series A Preferred Unitholder in writing to the General Partner as requested in the Series A Redemption Notice.

(D) Nothing in this Section 5.12(b)(ix), however, is intended to limit or prevent a Series A Preferred Unitholder from electing to convert its Series A Preferred Units into Common Units in accordance with Section 5.12(b)(vi), and the Partnership shall not have any right to redeem Series A Preferred Units from a Series A Preferred Unitholder to the extent such Series A Preferred Unitholder delivers a valid Series A Conversion Notice with respect to such Series A Preferred Units notwithstanding whether such Series A Preferred Units are the subject of a Series A Redemption Notice; *provided* that such Series A Conversion Notice is delivered prior to the Series A Redemption Date in respect of such Series A Redemption Notice.

(x) *Forced Redemption*.

(A) On and after April 2, 2028, each Series A Preferred Unitholder shall have the right, at any time and from time to time, upon not less than 30 days' written notice (each, a "***Series A Forced Redemption Notice***") to the Partnership, to require the Partnership to redeem all or a portion of the Series A Preferred Units then held by such Series A Preferred Unitholder for an amount equal to, the number of Series A Preferred Units indicated in such Series A Forced Redemption Notice to be redeemed, multiplied by the sum of (1) the Series A Issue Price, (2) Series A Unpaid Distributions on such Series A Preferred Unit and (3) Series A Partial Period Distributions on such Series A Preferred Unit (the "***Series A Forced Redemption Price***"); *provided* that any such redemption shall be for no less than the greater of (x) Series A Preferred Units with a Series A Forced Redemption Price of at least $25 million (taking into account the aggregate number of Series A Preferred Units that are subject to Series A Forced Redemption Notices delivered on the same day, regardless of whether from the same or multiple Series A Preferred Unitholders) and (y) all of the Series A Preferred Units held by the Series A Preferred Unitholder delivering such Series A Forced Redemption Notice. If a Series A Preferred Unitholder exercises its redemption right pursuant to this Section 5.12(b)(x), the Partnership may elect to pay up to 50% of the Series A Forced Redemption Price in Common Units; *provided*, *however*, that the number of Common Units issued pursuant to this Section 5.12(b)(x)(A) with respect to the payment of any Series A Forced Redemption Price may not exceed the number of Common Units as would cause the aggregate number of Common Units issued pursuant to this

Section 5.12(b)(x)(A) to exceed 15.0% of the total number of issued and outstanding Common Units as of such Series A Redemption Date (including, for the avoidance of doubt, the Common Units to be issued on such Series A Redemption Date). If the Partnership elects to pay any portion of the Series A Forced Redemption Price in Common Units pursuant to this Section 5.12(b)(x), then the number of Common Units to be issued shall equal the amount of such Series A Forced Redemption Price to be paid in Common Units, divided by the product of (x) 93% and (y) the Average VWAP for the 30 consecutive Trading Days ending immediately prior to the Series A Redemption Date; *provided*, that if such calculation results in a fraction of a Common Unit being payable, the number of Common Units to be issued shall be rounded down to the nearest whole Common Unit with the remainder being paid in cash.

(B) A Series A Forced Redemption Notice will be irrevocable and will be provided by the Series A Preferred Unitholder to the Partnership not less than 30 days prior to the Series A Redemption Date. In addition to any information required by applicable law, such Series A Forced Redemption Notice shall state: (1) the Series A Redemption Date; (2) the Series A Forced Redemption Price; (3) the wire instructions of the Series A Preferred Unitholder; and (4) the aggregate amount of Series A Preferred Units to be redeemed.

(C) Upon any redemption of Series A Preferred Units pursuant to this Section 5.12(b)(x), the Partnership shall pay the cash portion of the Series A Forced Redemption Price to the applicable Series A Preferred Unitholder by wire transfer of immediately available funds to an account specified by each such Series A Preferred Unitholder in the Series A Forced Redemption Notice.

(D) If the Partnership elects to pay a portion of the Series A Forced Redemption Price in Common Units in accordance with Section 5.12(b)(x)(A), the Partnership shall issue the applicable Common Units on the applicable Series A Redemption Date. On the Series A Redemption Date, the Partnership shall instruct, and shall use its commercially reasonable efforts to cause, its Transfer Agent to electronically transmit the Common Units issuable upon redemption to such Series A Preferred Unitholder (or designated recipient(s)), by crediting the account of the Series A Preferred Unitholder (or designated recipient(s)) through its Deposit Withdrawal Agent Commission system. The parties agree to coordinate with the Transfer Agent to accomplish this objective.

(E) Immediately upon the issuance of Common Units as a result of any redemption of Series A Preferred Units, the applicable Series A Preferred Unitholder (or its designated recipient(s)) shall be treated for all purposes as the owner of such Common Units, and all rights of the applicable Series A Preferred Unitholder with respect to such redeemed Series A Preferred Units shall cease, including any further accrual of distributions, but subject to Section 5.12(b)(i)(C). Fractional Common Units shall not be issued to any Person pursuant to this Section 5.12(b)(x)(E) (each fractional Common Unit shall be rounded down to the nearest whole Common Unit with the remainder being paid an amount in cash to

be calculated based on the Closing Price of Common Units on the Trading Day immediately preceding the Series A Redemption Date).

(xi) *Fully Paid and Non-Assessable*. Any Series A Conversion Unit(s) delivered pursuant to this Section 5.12 shall be validly issued, fully paid and non-assessable (except as such non-assessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware Act), free and clear of any liens, claims, rights or encumbrances other than those arising under the Delaware Act or this Agreement or created by the holders thereof. The Partnership shall keep authorized and unissued and free from preemptive rights a sufficient number of Common Units to permit the conversion of all outstanding Series A Preferred Units into Series A Conversion Units to the extent provided in, and in accordance with, this Section 5.12.

(xii) *Notices.* The Partnership shall distribute to the Record Holders of Series A Preferred Units copies of all notices, materials, annual and quarterly reports, proxy statements, information statements and any other documents distributed generally to the Record Holders of Common Units of the Partnership, at such times and by such method as such documents are distributed to such Record Holders of such Common Units.

(c) Each Series A Preferred Holder acknowledges and agrees to Section 4(k) of the Board Representation Agreement.

Section 5.13 *Establishment of Class B Units.*

(a) There is hereby created a series of Units to be designated as "Class B Units," consisting of a total of 6,397,965 Class B Units and having the terms and conditions set forth herein.

(b) *Conversion of Class B Units*.

(i) On the next Business Day succeeding the Record Date attributable to the Quarter ending June 30, 2019 (such date, the "***Class B Conversion Date***"), each Class B Unit shall automatically be converted into one Common Unit. Upon conversion, the rights of the holder of such Class B Units as holder of Class B Units shall cease, including any rights under this Agreement, except such Person shall continue to be a Limited Partner and shall have the right to receive Common Units from the Partnership in conversion for such Class B Units in accordance with this Section 5.13(b), and such Class B Units shall upon the Class B Conversion Date be deemed to be transferred to, and cancelled by, the Partnership.

(ii) Each Class B Unit shall automatically be converted into one Common Unit if the General Partner is removed pursuant to Section 11.2.

(iii) The Partnership shall pay any documentary, stamp or similar issue or transfer taxes or duties relating to the issuance or delivery of Common Units upon conversion of the Class B Units. However, the holder of such Common Units shall pay any tax or duty which may be payable relating to any transfer involving the issuance or delivery of Common Units in a name other than the holder's name. The Transfer Agent may refuse

to deliver the Certificate representing Common Units (or notation of book entry) being issued in a name other than the holder's name until the Transfer Agent receives a sum sufficient to pay any tax or duties which will be due because the Common Units are to be issued in a name other than the name of the holder of such Class B Unit. Nothing herein shall preclude any tax withholding required by law or regulation.

(iv) The Partnership shall keep free from preemptive rights a sufficient number of Common Units to permit the conversion of all outstanding Class B Units into Common Units to the extent provided in, and in accordance with, this Section 5.13(b).

(v) All Common Units delivered upon conversion of the Class B Units shall be newly issued, shall be validly issued, fully paid and non-assessable (except as such non-assessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware Act), free and clear of any liens, claims, rights or encumbrances other than those arising under the Delaware Act or this Agreement or created by the holders thereof.

(vi) The Partnership shall comply with all applicable securities laws regulating the offer and delivery of any Common Units upon conversion of Class B Units and, if the Common Units are then listed or quoted on the New York Stock Exchange, or any other National Securities Exchange or other market, shall list or cause to have quoted and keep listed and quoted the Common Units issuable upon conversion of the Class B Units to the extent permitted or required by the rules of such exchange or market.

(vii) Notwithstanding anything herein to the contrary, nothing herein shall give to any holder of Class B Units any rights as a creditor in respect solely of its right to conversion.

(c) The Class B Units shall be entitled to receive allocations of items of Partnership income, gain, loss, deduction and credit under Section 6.1.

(d) The holder of a Class B Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder, except with respect to the right to participate in distributions made prior to the Class B Conversion Date with respect to Common Units; *provided*, *however*, that immediately upon the conversion of a Class B Unit into a Common Unit pursuant to this Section 5.13, the Unitholder holding such Common Unit issued upon conversion of Class B Units shall possess all of the rights and obligations of a Unitholder holding Common Units hereunder with respect to such Common Unit issued upon conversion of Class B Units, including the right to participate in distributions made with respect to Common Units; *provided*, *however*, that such Common Units issued upon conversion of Class B Units shall remain subject to the provisions of Section 5.5(c), Section 5.13(e), Section 5.13(f) and Section 6.1(d)(x).

(e) A Unitholder shall not be permitted to transfer a Class B Unit or a Common Unit issued upon conversion of a Class B Unit pursuant to this Section 5.13 (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account after giving effect to the allocation under Section 5.5(c) would be negative.

(f) A Unitholder holding Common Units issued upon conversion of Class B Units pursuant to this Section 5.13 shall not be permitted to transfer such Common Units to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics to the transferee, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit to such transferee. In connection with the condition imposed by this Section 5.13(f), the General Partner may take whatever steps are required to provide economic uniformity to such Common Units in preparation for a transfer of such Common Units issued upon conversion of Class B Units; *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units (for this purpose the allocations of income, gain, loss and deductions or any reallocation of Capital Account balances, among the Partners in accordance with Section 5.5(c)(ii) or Section 6.1(d)(x) will be deemed not to have a material adverse effect on the Unitholders holding Common Units).

(g) The Class B Units will have such voting rights pursuant to this Agreement as such Class B Units would have if they were Common Units that were then Outstanding and shall vote together with the Common Units as a single class, except that the Class B Units shall be entitled to vote as a separate class on any matter on which Unitholders are entitled to vote that adversely affects the rights or preferences of the Class B Units in relation to other classes of Partnership Interests in any material respect or as required by law. The approval of a majority of the Class B Units shall be required to approve any matter for which the holders of the Class B Units are entitled to vote as a separate class.

ARTICLE VI.
ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes*. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.5(b)) for each taxable period shall be allocated among the Partners as provided herein.

(a) *Net Income*. After giving effect to the special allocations set forth in Section 6.1(d), Net Income for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable period shall be allocated as follows:

(i) *First*, to the General Partner until the aggregate amount of the Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) for the current and all previous taxable periods is equal to the aggregate of the Net Loss allocated to the General Partner pursuant to Section 6.1(b)(iv) for all previous taxable periods; and

(ii) The balance, if any, to all Unitholders (other than the Series A Preferred Unitholders), Pro Rata.

(b) *Net Loss*. After giving effect to the special allocations set forth in Section 6.1(d), Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period shall be allocated as follows:

(i) *First*, to the Unitholders (other than the Series A Preferred Unitholders), Pro Rata; *provided, however*, that Net Losses shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account);

(ii) *Second*, to the Unitholders (other than the Series A Preferred Unitholders) to the extent of and in proportion to the positive balances in their Adjusted Capital Accounts;

(iii) *Third*, to the Series A Preferred Unitholders, to the extent of and in proportion to the positive balances in their Adjusted Capital Accounts; and

(iv) *Fourth*, the balance, if any, 100% to the General Partner;

(c) *[Reserved]*.

(d) *Special Allocations*. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) *Partnership Minimum Gain Chargeback*. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vi) or Section 6.1(d)(vii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain*. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d), other than Section 6.1(d)(i) and other than an allocation pursuant to Section 6.1(d)(vi) or Section 6.1(d)(vii), with respect to such taxable period. This Section 6.1(d)(ii) is intended

to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Priority Allocations*. If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4 or with respect to Series A Preferred Units) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit (the amount of the excess, an "***Excess Distribution***" and the Unit with respect to which the greater distribution is paid, an "***Excess Distribution Unit***"), then there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution.

(iv) *Qualified Income Offset*. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) *Gross Income Allocation*. In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(d)(iv) and this Section 6.1(d)(v) were not in this Agreement.

(vi) *Nonrecourse Deductions*. Nonrecourse Deductions for any taxable period shall be allocated to the Partners Pro Rata. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) *Partner Nonrecourse Deductions*. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse

Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) *Nonrecourse Liabilities*. For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners Pro Rata; *provided*, *however*, that pursuant to Temporary Treasury Regulation Section 1.707-5T(a)(2)(i), liabilities shall be allocated for the purposes of Treasury Regulation Section 1.707-5 in accordance with the Partners' interests in the Partnership's profits, as determined by the General Partner.

(ix) *Code Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) *Economic Uniformity; Changes in Law*.

(A) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations of income, gain, loss, deduction, Unrealized Gain or Unrealized Loss; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(d)(x)(A) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Limited Partner Interests issued and Outstanding or the Partnership, and if such allocations are consistent with the principles of Section 704 of the Code.

(B) With respect to an event triggering an adjustment to the Carrying Value of Partnership property pursuant to Section 5.5(d) during any taxable period of the Partnership ending before the conversion of Class B Units into Common Units pursuant to Section 5.13(b), any Unrealized Gains and Unrealized Losses

shall be allocated among the Partners in a manner that to the nearest extent possible results in the Capital Account maintained with respect to each such Class B Units equaling the Per Unit Capital Amount for an Initial Common Unit.

(C) With respect to an event triggering an adjustment to the Carrying Value of Partnership property pursuant to Section 5.5(d) during any taxable period of the Partnership ending upon, or after, the conversion of Class B Units into Common Units pursuant to Section 5.13(b), any Unrealized Gains and Unrealized Losses shall be allocated among the Partners in a manner that to the nearest extent possible results in the Capital Account maintained with respect to each such Common Unit issued upon conversion of Class B Units equaling the Per Unit Capital Amount for an Initial Common Unit.

(xi) *Allocations with Respect to Series A Preferred Units.* Notwithstanding any other provision of this Section 6.1 (other than the Required Allocations):

(A) Items of Partnership gross income and gain for the taxable period shall be allocated to the holders of Series A Preferred Units in proportion to, and to the extent of, an amount equal to the excess, if any, of (1) the Series A Issue Price with respect to such holder's Series A Preferred Units, over (2) such holder's existing Capital Account balance in respect of such Series A Preferred Units, until the Capital Account balance of each such holder in respect of its Series A Preferred Units is equal to the Series A Issue Price with respect to such holder's Series A Preferred Units.

(B) Items of Partnership gross income shall be allocated to the Series A Preferred Unitholders, Pro Rata, until the aggregate amount of gross income allocated to each Series A Preferred Unitholder pursuant hereto for the current taxable period and all previous taxable periods is equal to the cumulative amount of all Net Losses allocated to such Series A Preferred Unitholder pursuant to Section 6.1(b)(iii) for all previous taxable years.

(C) If (A) prior to the conversion of the last Outstanding Series A Preferred Unit (i) the Liquidation Date occurs or (ii) Sale Gain or Sale Loss is recognized, and (B) after having made all other allocations provided for in this Section 6.1 for the taxable period in which the Liquidation Date occurs or Sale Gain or Sale Loss is recognized, the Per Unit Capital Amount of each Series A Preferred Unit does not equal or exceed the Series A Liquidation Value, then items of gross income, gain, loss and deduction for such taxable period shall be allocated among the Partners in a manner determined appropriate by the General Partner so as to cause, to the maximum extent possible, the Per Unit Capital Amount in respect of each Series A Preferred Unit to equal the Series A Liquidation Value (and no other allocation pursuant to this Agreement shall reverse the effect of such allocation). For the avoidance of doubt, the reallocation of items set forth in the immediately preceding sentence provides that, to the extent necessary to achieve the Per Unit Capital Amount balances described above, items of gross income and gain that would otherwise be included in Net Income or Net Loss, as the case may be, for the

taxable period in which the Liquidation Date occurs or Sale Gain or Sale Loss is recognized, reallocated from the Unitholders holding Units other than Series A Preferred Units to Unitholders holding Series A Preferred Units. If (i) the Liquidation Date occurs or Sale Gain or Sale Loss is recognized on or before the date (not including any extension of time) prescribed by law for the filing of the Partnership's federal income tax return for the taxable period immediately prior to the taxable period in which the Liquidation Date occurs or Sale Gain or Sale Loss is recognized and (ii) the reallocation of items for the taxable period in which the Liquidation Date occurs or Sale Gain or Sale Loss is recognized as set forth above in this Section 6.1(d)(xi)(C) fails to achieve the Per Unit Capital Amounts described above, then items of gross income, gain, loss and deduction for such prior taxable period shall be reallocated among all Partners in a manner that will, to the maximum extent possible and after taking into account all other allocations made pursuant to this Section 6.1(d)(xi)(C), cause the Per Unit Capital Amount in respect of each Series A Preferred Unit to equal the Series A Liquidation Value.

(xii) *Curative Allocation.*

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations and other than Section 6.1(d)(xi), the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. In exercising its discretion under this Section 6.1(d)(xii)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required Allocations previously made. Allocations pursuant to this Section 6.1(d)(xii)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xii)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xii)(A) among the Partners in a manner that is likely to minimize such economic distortions.

(xiii) *Exercise of Noncompensatory Options*. In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(s) and as provided in Section 5.5(d), immediately after the exercise of a 2018 Warrant or the conversion of a Limited Partner Interest into Common Units (each such Common Unit a "***Conversion Unit***") upon the exercise of a noncompensatory option, the Carrying Value of each Partnership property shall be adjusted to reflect its fair market value immediately after such conversion and any resulting Unrealized Gain (if the Capital Account of each such Conversion Unit is less than the Per

Unit Capital Account for a then Outstanding Initial Common Unit) or Unrealized Loss (if the Capital Account of each such Conversion Unit is greater than the Per Unit Capital Account for a then Outstanding Initial Common Unit) will be allocated to each Partner holding Conversion Units in proportion to and to the extent of the amount necessary to cause the Capital Account of each such Conversion Unit to equal the Per Unit Capital Amount for a then Outstanding Initial Common Unit. Any remaining Unrealized Gain or Unrealized Loss will be allocated to the Partners pursuant to Section 6.1(d).

(xiv) *[Reserved]*.

(xv) *Special Allocation in Connection with Equity Restructuring Agreement*. Notwithstanding any other provision of this Section 6.1, the General Partner shall have the discretion to allocate income, gain, loss and deduction for the taxable year that includes the closing date of the Equity Restructuring Agreement in a manner which is reasonably determined to result in each Unit (including the Units issued pursuant to the Equity Restructuring Agreement) having the same Per Unit Capital Amount.

Section 6.2 *Allocations for Tax Purposes*.

(a) Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Partners in the manner provided under Section 704(c) of the Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined appropriate by the General Partner (taking into account the General Partner's discretion under Section 6.1(d)(x)); *provided*, that the General Partner shall apply the principles of Treasury Regulation Section 1.704-3(d) in all events.

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-l(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests, so long as such conventions would not have a material adverse effect on the Limited Partners or the Record Holders of any class or classes of Limited Partner Interests.

(d) In accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; *provided*, *however*, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction shall, for federal income tax purposes, be determined for each taxable period and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of each month; *provided*, *however*, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income, gain, loss or deduction as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of the month in which such item is recognized for federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

(h) If, as a result of an exercise of a Noncompensatory Option, a Capital Account reallocation is required under Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), the General Partner shall make corrective allocations pursuant to Treasury Regulation Section 1.704-1(b)(4)(x). In the event such corrective allocations are necessary, the Series A Preferred Unitholders agree to remain a partner of the Partnership until such allocations are completed, and the General Partner agrees to make such allocations as soon as practicable, even if such allocations are not consistent with Section 706 of the Code and any Treasury Regulations thereunder.

Section 6.3 *Requirement and Characterization of Distributions; Distributions to Record Holders*.

(a) Within 45 days following the end of each Quarter commencing with the Quarter ending on March 31, 2013, an amount equal to 100% of Available Cash with respect to such Quarter shall be distributed first to the Series A Preferred Unitholders in accordance with Section 5.12, and the balance in accordance with this Article VI by the Partnership to Partners, Pro

Rata, as of the Record Date selected by the General Partner. All amounts of Available Cash distributed by the Partnership on any date from any source shall be deemed to be Operating Surplus until the sum of all amounts of Available Cash theretofore distributed by the Partnership to the Partners equals the Operating Surplus from the Closing Date through the close of the immediately preceding Quarter. Any remaining amounts of Available Cash distributed by the Partnership on such date shall be deemed to be "***Capital Surplus***." Notwithstanding any provision to the contrary contained in this Agreement, all distributions required to be made under this Agreement shall be made subject to Sections 17-607 and 17-804 of the Delaware Act and any other applicable law.

(b) Notwithstanding Section 6.3(a), in the event of the dissolution and liquidation of the Partnership, all cash received during or after the Quarter in which the Liquidation Date occurs, other than from Working Capital Borrowings, shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(c) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through any Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

(d) The Partnership shall not make any distribution of Available Cash or other property of the Partnership to holders of Class B Units pursuant to Section 6.3(a) prior to the Class B Conversion Date.

(e) Notwithstanding Section 6.3(a), but subject to Sections 17-607 and 17-804 of the Delaware Act, (i) the General Partner may cause the Partnership to make special distributions of cash or cash equivalents in connection with contributions of assets by Partners or by Persons who shall become Partners by virtue of such contribution, (ii) such distributions shall not be subject to, or considered as distributions under, Section 5.12(b)(i)(B), Section 6.1(d)(iii), or the second and third sentences of Section 6.3(a) and (iii) notwithstanding anything to the contrary set forth in this Agreement (including Section 6.1(d)(iii)), no Partner shall receive an allocation of income (including gross income) or gain as a result of receiving a distribution provided for in this Section 6.3(e).

Section 6.4 *Special Provisions Relating to Series A Preferred Units.*

(a) Subject to any applicable transfer restrictions in Section 4.7 or Section 5.12(b)(viii), the holder of a Series A Conversion Unit shall provide notice to the Partnership of the transfer of any such Series A Conversion Unit, as applicable, by the earlier of (i) 30 days following such transfer and (ii) the last Business Day of the calendar year during which such transfer occurred, unless, with respect to a transfer of a Series A Conversion Unit, by virtue of the application of Section 5.5(d) or Section 6.1(d)(xiii), the Partnership has previously determined, based on the advice of counsel, that the transferred Series A Conversion Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.4, the Partnership shall take whatever steps are required to provide economic uniformity to the Series A Conversion

Unit in preparation for a transfer of such Unit; *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units (for this purpose the allocations of income, gain, loss and deductions, and the making of any guaranteed payments or any reallocation of Capital Account balances, among the Partners in accordance with Section 5.5(d), Section 6.1(d)(xiii) and Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(4) with respect to Series A Conversion Units will be deemed not to have a material adverse effect on the Unitholders holding Common Units).

(b) Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Series A Preferred Units (i) shall (A) possess the rights and obligations provided in this Agreement with respect to a Limited Partner pursuant to Article III and Article VII and (B) have a Capital Account as a Partner pursuant to Section 5.5 and all other provisions related thereto and (ii) shall not be entitled to any distributions other than as provided in Section 5.12 and Article VI.

Section 6.5 *Application of Section 6.1 and Section 6.2*. With respect to the portion of the taxable year through the date hereof and any prior taxable years, each item of Partnership income, gain, loss and deduction shall be allocated among the Partners in accordance with Section 6.1 and Section 6.2 of the 2013 Agreement. Thereafter, each item of Partnership income, gain, loss and deduction shall be allocated among the Partners in accordance with Section 6.1 and Section 6.2 of this Agreement.

Section 6.6 *Special Provisions Relating to 2018 Warrants*. A Unitholder holding a Common Unit that has resulted from the exercise of a 2018 Warrant shall not be issued a Common Unit Certificate pursuant to Section 4.1, if the Common Units are evidenced by Certificates, and shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of a Common Unit, provided that in all events such determination shall be made within 5 Business Days of the date of the exercise of a 2018 Warrant. In connection with the condition imposed by this Section 6.6, the General Partner shall act in good faith to provide economic uniformity to such Common Units in preparation for a transfer of such Common Units, including the application of this Section 6.6; *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units.

ARTICLE VII.
MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management*.

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 5.12(b)(iii),

Section 5.12(b)(iv) and Section 7.4, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible or exchangeable into Partnership Interests (subject to Section 5.12(b)(iv) with respect to Series A Senior Securities and Series A Parity Securities), and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.4 or Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; subject to Section 7.6(a), the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if the same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of Partnership cash;

(vii) the selection and dismissal of employees (including employees having titles such as “president,” “vice president,” “secretary” and “treasurer”) and agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint

ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time) subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expenses and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval that may be required under Section 4.7);

(xiii) subject to Section 5.12(b), the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of options, rights, warrants, appreciation rights and phantom or tracking interests relating to Partnership Interests;

(xiv) the undertaking of any action in connection with the Partnership's participation in any Group Member; and

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each of the Partners and each other Person who may acquire an interest in Partnership Interests or is otherwise bound by this Agreement hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement, the Underwriting Agreement and the other agreements described in or filed as exhibits to the Registration Statement that are related to the transactions contemplated by the Registration Statement (collectively, the "***Transaction Documents***") (in each case other than this Agreement, without giving effect to any amendments, supplements or restatements after the date hereof); (ii) agrees that the General Partner (on its own or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners or the other Persons who may acquire an interest in Partnership Interests or are otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any duty that the General

Partner may owe the Partnership or the Limited Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

Section 7.2 *Replacement of Fiduciary Duties*. Notwithstanding any other provision of this Agreement, to the extent that any provision of this Agreement (i) replaces, restricts or eliminates the duties (including fiduciary duties) that might otherwise, as a result of Delaware or other applicable law, be owed by the General Partner, the Board of Directors, any committee thereof or any other Indemnitee to the Partnership, the Limited Partners, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, or (ii) constitutes a waiver or consent by the Partnership, the Limited Partners, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement to any such replacement, restriction or elimination, such provision is hereby approved by the Partnership, all the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person who is bound by this Agreement.

Section 7.3 *Certificate of Limited Partnership*. The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.4(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Limited Partner.

Section 7.4 *Restrictions on the General Partner's Authority*. Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions without the approval of holders of a Unit Majority; *provided*, *however*, that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 7.5 *Reimbursement of the General Partner*.

(a) Except as provided in this Section 7.5 and elsewhere in this Agreement, the General Partner shall not be compensated for its services as a general partner or managing member of any Group Member.

(b) The General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person, including Affiliates of the General Partner, to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses allocable to the Partnership Group or otherwise incurred by the General Partner in connection with operating the Partnership Group's business (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the General Partner or the Partnership Group. Reimbursements pursuant to this Section 7.5 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.8.

(c) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership benefit plans, programs and practices (including plans, programs and practices involving the issuance of Partnership Interests or options to purchase or rights, warrants or appreciation rights or phantom or tracking interests relating to Partnership Interests), or cause the Partnership to issue Partnership Interests in connection with, or pursuant to, any benefit plan, program or practice maintained or sponsored by the General Partner or any of its Affiliates, in each case for the benefit of employees and directors of the General Partner or any of its Affiliates, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests that the General Partner or such Affiliates are obligated to provide to any employees and directors pursuant to any such benefit plans, programs or practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests purchased by the General Partner or such Affiliates, from the Partnership, to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.5(b). Any and all obligations of the General Partner under any benefit plans, programs or practices adopted by the General Partner as permitted by this Section 7.5(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

(d) The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon the revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment of such management fee or fees exceeds the amount of such fee or fees.

Section 7.6 *Outside Activities*.

(a) The General Partner, for so long as it is the General Partner of the Partnership (i) agrees that its sole business will be to act as a general partner or managing member, as the case may be, of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner or member and to undertake activities that are ancillary or related thereto (including being a Limited Partner in the Partnership) and (ii) shall not

engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the Registration Statement, (B) the acquiring, owning or disposing of debt securities or equity interests in any Group Member or (C) the guarantee of, and mortgage, pledge, or encumbrance of any or all of its assets in connection with, any indebtedness of any Affiliate of the General Partner.

(b) Each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise, to any Group Member or any Partner or any other Person bound by this Agreement. None of any Group Member, any Limited Partner or any other Person shall have any rights by virtue of this Agreement, any Group Member Agreement, or the partnership relationship established hereby in any business ventures of any Unrestricted Person.

(c) Subject to the terms of Sections 7.6(a) and (b), but otherwise notwithstanding anything to the contrary in this Agreement, (i) the engaging in competitive activities by any Unrestricted Person (other than the General Partner) in accordance with the provisions of this Section 7.6 is hereby approved by the Partnership, all Partners, and all other Persons bound by this Agreement, (ii) it shall not be a breach of any fiduciary duty or any other obligation of any type whatsoever of the General Partner or any other Unrestricted Person for the Unrestricted Persons (other than the General Partner) to engage in such business interests and activities in preference to or to the exclusion of the Partnership or any other Group Member and (iii) the Unrestricted Persons shall have no obligation hereunder or as a result of any duty otherwise existing at law, in equity or otherwise, to present business opportunities to the Partnership or any other Group Member. Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner). No Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for any Group Member, shall have any duty to communicate or offer such opportunity to any Group Member, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership, any Limited Partner, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement for breach of any fiduciary or other duty existing at law, in equity or otherwise by reason of the fact that such Unrestricted Person (including the General Partner) pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to any Group Member; *provided* such Unrestricted Person does not engage in such business or activity as a result of or using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the Closing Date and, except as otherwise provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all

Units and/or other Partnership Interests acquired by them. The term "***Affiliates***" when used in this Section 7.6(d) with respect to the General Partner shall not include any Group Member.

(e) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit or otherwise affect any separate contractual obligations outside of this Agreement of any Person (including any Unrestricted Person) to the Partnership or any of its Affiliates.

Section 7.7 *Loans from the General Partner; Loans or Contributions from the Partnership or Group Members*.

(a) The General Partner or any of its Affiliates may, but shall be under no obligation to, lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member for such periods of time and in such amounts as the General Partner may determine; *provided*, *however*, that in any such case the lending party may not charge the borrowing party interest at a rate greater than the rate that would be charged the borrowing party or impose terms materially less favorable to the borrowing party than would be charged or imposed on the borrowing party by unrelated lenders on comparable loans made on an arm's-length basis (without reference to the lending party's financial abilities or guarantees), all as determined by the General Partner. The borrowing party shall reimburse the lending party for any costs (other than any additional interest costs) incurred by the lending party in connection with the borrowing of such funds. For purposes of this Section 7.7(a) and Section 7.7(b), the term "***Group Member***" shall include any Affiliate of a Group Member that is controlled by the Group Member.

(b) The Partnership may lend or contribute to any Group Member, and any Group Member may borrow from the Partnership, funds on terms and conditions determined by the General Partner. No Group Member may lend funds to the General Partner or any of its Affiliates (other than another Group Member).

(c) No borrowing by any Group Member or the approval thereof by the General Partner shall be deemed to constitute a breach of any duty hereunder or otherwise existing at law, in equity or otherwise, of the General Partner or its Affiliates to the Partnership or the Limited Partners by reason of the fact that the purpose or effect of such borrowing is directly or indirectly to enable distributions to the General Partner or its Affiliates (including in their capacities as Limited Partners) to exceed the General Partner's Percentage Interest of the total amount distributed to all Partners.

Section 7.8 *Indemnification*.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership on an after tax basis from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or

is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; *provided*, that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful; *provided*, *further*, no indemnification pursuant to this Section 7.8 shall be available to any Affiliate of the General Partner (other than a Group Member), or to any other Indemnitee, with respect to any such Affiliate's obligations pursuant to the Transaction Documents. Any indemnification pursuant to this Section 7.8 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.8(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.8, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.8.

(c) The indemnification provided by this Section 7.8 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests entitled to vote, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates, the Indemnitees and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's or any other Group Member's activities or such Person's activities on behalf of the Partnership or any other Group Member, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.8, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.8(a); and action taken or omitted by it with respect to any employee benefit

plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.8 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.8 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.8 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(j) If a claim for indemnification (following the final disposition of the action, suit or proceeding for which indemnification is being sought) or advancement of expenses under this Section 7.8 is not paid in full within thirty (30) days after a written claim therefor by any Indemnitee has been received by the Partnership, such Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim, including reasonable attorneys' fees. In any such action the Partnership shall have the burden of proving that such Indemnitee is not entitled to the requested indemnification or advancement of expenses under applicable law.

(k) This Section 7.8 shall not limit the right of the Partnership, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, and purchase and maintain insurance on behalf of, Persons other than Indemnitees.

Section 7.9 *Liability of Indemnitees*.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable to the Partnership, the Limited Partners, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee, including any breach of contract (including breach of this Agreement) or any breach of duties (including breach of fiduciary duties) whether arising hereunder, at law, in equity or otherwise unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal. To the fullest extent permitted by law, the Limited Partners, any other Person who acquires an interest in a Partnership

Interest or any other Person who is bound by this Agreement waives any and all rights to claim punitive damages or damages based upon the Federal, State or other income taxes paid or payable by any such Limited Partner or other Person.

(b) Subject to its obligations and duties as General Partner set forth in Section 7.1(a), the General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and neither the General Partner nor any other Indemnitee shall be responsible for any misconduct, negligence or wrong doing on the part of any such agent appointed by the General Partner or any such Indemnitee in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, the Partners, any Person who acquires an interest in a Partnership Interest, or any other Person bound by this Agreement, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership, to any Partner, or to any Person who acquires an interest in a Partnership Interest, or any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.9 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.9 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.10 *Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties*.

(a) Unless otherwise expressly provided in this Agreement or any Group Member Agreement, whenever a potential conflict of interest exists or arises between the General Partner (in its individual capacity or its capacity as general partner or limited partner) or any of its Affiliates or Associates or any Indemnitee, on the one hand, and the Partnership, any Group Member or any Partner, on the other, any resolution or course of action by the General Partner or any of its Affiliates or Associates or any Indemnitee in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any duty hereunder or existing at law, in equity or otherwise, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval, (ii) approved by the vote of holders of a majority of the Common Units (excluding Common Units owned by the General Partner and its Affiliates), (iii) on terms no less favorable to the Partnership than those generally being provided to or available from unrelated third parties or (iv) fair and reasonable to the Partnership, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Partnership). The General Partner shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval or Unitholder approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not

received Special Approval or Unitholder approval. Notwithstanding any other provision of this Agreement or applicable law, if Special Approval is sought or obtained, then it shall be conclusively deemed that, in making its decision, the Conflicts Committee acted in good faith, and if neither Special Approval nor Unitholder approval is sought or obtained and the Board of Directors determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above, then it shall be presumed that, in making its decision, the Board of Directors acted in good faith, and in any proceeding brought by any Limited Partner or by or on behalf of such Limited Partner or any other Limited Partner or the Partnership challenging such approval, the Person bringing or prosecuting such proceeding shall have the burden of overcoming such presumption. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, the existence of the conflicts of interest described in the Registration Statement and any actions of the General Partner or any of its Affiliates or Associates or any other Indemnitee taken in connection therewith are hereby approved by all Partners and shall not constitute a breach of this Agreement or of any duty hereunder or existing at law, in equity or otherwise.

(b) Whenever the General Partner, the Board of Directors or any committee thereof (including the Conflicts Committee), makes a determination or takes or declines to take any other action, or any Affiliate, Associate or Indemnitee of the General Partner causes the General Partner to do so, in its capacity as the general partner of the Partnership as opposed to in its individual capacity, whether under this Agreement or any other agreement contemplated hereby or otherwise, then, unless another express standard is provided for in this Agreement, the General Partner, the Board of Directors, such committee, or such Affiliate, Associate or Indemnitee causing the General Partner to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any other or different standards (including fiduciary standards) imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. A determination or other action or inaction will conclusively be deemed to be in "good faith" for all purposes of this Agreement, if the Person or Persons making such determination or taking or declining to take such other action subjectively believe that the determination or other action or inaction is in the best interests of the Partnership Group; *provided*, that if the Board of Directors is making a determination or taking or declining to take an action pursuant to clause (iii) or clause (iv) of the first sentence of Section 7.10(a), then in lieu thereof, such determination or other action or inaction will conclusively be deemed to be in "good faith" for all purposes of this Agreement if the members of the Board of Directors making such determination or taking or declining to take such other action subjectively believe that the determination or other action or inaction meets the standard set forth in clause (iii) or clause (iv) of the first sentence of Section 7.10(a), as applicable; *provided further*, that if the Board of Directors is making a determination that a director satisfies the eligibility requirements to be a member of a Conflicts Committee, then in lieu thereof, such determination will conclusively be deemed to be in "good faith" for all purposes of this Agreement if the members of the Board of Directors making such determination subjectively believe that the director satisfies the eligibility requirements to be a member of the Conflicts Committee. In any proceeding brought by the Partnership, any Limited Partner or any Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement challenging such action, determination or inaction, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or inaction was not in good faith.

(c) Whenever the General Partner (including the Board of Directors or any committee thereof) makes a determination or takes or declines to take any other action, or any of its Affiliates or Associates or any Indemnitee causes it to do so, in its individual capacity as opposed to in its capacity as the general partner of the Partnership, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then the General Partner, the Board of Directors or any committee thereof, or such Affiliates or Associates or any Indemnitee causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any duty (including any fiduciary or other duty) existing at law, in equity or otherwise or obligation whatsoever to the Partnership, any Limited Partner, any other Person who acquires an interest in a Partnership Interest and any other Person bound by this Agreement, and the General Partner, the Board of Directors or any committee thereof, or such Affiliates or Associates or any Indemnitee causing it to do so, shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. By way of illustration and not of limitation, whenever the phrases, "at the option of the General Partner," "in its sole discretion" or some variation of those phrases, are used in this Agreement, it indicates that the General Partner is acting in its individual capacity. For the avoidance of doubt, whenever the General Partner votes or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, or otherwise acts in its capacity as a limited partner or holder of Limited Partner Interests, it shall be acting in its individual capacity.

(d) The General Partner's organizational documents may provide that determinations to take or decline to take any action in its individual, rather than representative, capacity may or shall be determined by its members, if the General Partner is a limited liability company, stockholders, if the General Partner is a corporation, or the members or stockholders of the General Partner's general partner, if the General Partner is a limited partnership.

(e) Notwithstanding anything to the contrary in this Agreement, the General Partner or any other Indemnitee shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be in its sole discretion.

(f) Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law or in equity, except as expressly set forth in this Agreement, to the fullest extent permitted by law, none of the General Partner, the Board of Directors, any committee thereof or any other Indemnitee shall have any duties or liabilities, including fiduciary duties, to the Partnership, any Limited Partner or any other Person bound by this Agreement, and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Indemnitee otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Indemnitee.

(g) The Limited Partners, each Person who acquires an interest in a Partnership Interest and each other Person who is bound by this Agreement, hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.10.

(h) The Limited Partners expressly acknowledge that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including, without limitation, the tax consequences to Limited Partners based on their particular circumstances) in deciding whether to cause the Partnership to take (or decline to take) any actions, and that the General Partner shall not be liable to the Limited Partners for monetary damages or equitable relief for losses sustained, liabilities incurred or benefits not derived by Limited Partners in connection with such decisions.

Section 7.11 *Other Matters Concerning the General Partner*.

(a) The General Partner and any other Indemnitee may rely upon, and shall be protected from liability to the Partnership, any Limited Partner, any Person who acquires an interest in a Partnership Interest, and any other Person bound by this Agreement in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner and any other Indemnitee may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner or such Indemnitee reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers, a duly appointed attorney or attorneys-in-fact or the duly authorized officers of the Partnership.

Section 7.12 *Purchase or Sale of Partnership Interests*. The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests or options, rights, warrants, appreciation rights or phantom or tracking interests relating to Partnership Interests. As long as Partnership Interests are held by any Group Member, such Partnership Interests shall not be considered Outstanding for any purpose, except as otherwise provided herein. The General Partner or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise dispose of Partnership Interests for its own account, subject to the provisions of Articles IV and X.

Section 7.13 *Registration Rights of the General Partner and its Affiliates*.

(a) If (i) the General Partner or any Affiliate of the General Partner (including, for purposes of this Section 7.13, any Person that is an Affiliate of the General Partner at the Closing

Date notwithstanding that it may later cease to be an Affiliate of the General Partner, but excluding any individual who is an Affiliate of the General Partner based on such individual's status as an officer, director or employee of the General Partner or of an Affiliate of the General Partner) holds Partnership Interests that it desires to sell and (ii) Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such holder of Partnership Interests (the "***Holder***") to dispose of the number of Partnership Interests it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use commercially reasonable efforts to cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Interests covered by such registration statement have been sold, a registration statement under the Securities Act registering the offering and sale of the number of Partnership Interests specified by the Holder; *provided*, *however*, that the Partnership shall not be required to effect more than four registrations in total pursuant to this Section 7.13(a) and Section 7.13(b), no more than two of which shall be required to be made at any time that the Partnership is not eligible to use Form S-3 (or a comparable form) for the registration under the Securities Act of its securities; and *provided further*, *however*, that if the Conflicts Committee determines that the requested registration would be materially detrimental to the Partnership and its Partners because such registration would (x) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to postpone such requested registration for a period of not more than six months after receipt of the Holder's request, such right pursuant to this Section 7.13(a) or Section 7.13(b) not to be utilized more than once in any twelve-month period. In connection with any registration pursuant to the first sentence of this Section 7.13(a), the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such registration under the securities laws of such states as the Holder shall reasonably request; *provided*, *however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or partnership doing business in such jurisdiction solely as a result of such registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Interests subject to such registration on such National Securities Exchange as the Holder shall reasonably request and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Interests in such states. Except as set forth in Section 7.13(d), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(b) If any Holder holds Partnership Interests that it desires to sell and Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such Holder to dispose of the number of Partnership Interests it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use commercially reasonable efforts to

cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Interests covered by such shelf registration statement have been sold, a "shelf" registration statement covering the Partnership Interests specified by the Holder on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the Commission; *provided*, *however*, that the Partnership shall not be required to effect more than four registrations pursuant to Section 7.13(a) and this Section 7.13(b); and *provided further*, *however*, that if the Conflicts Committee determines that any offering under, or the use of any prospectus forming a part of, the shelf registration statement would be materially detrimental to the Partnership and its Partners because such offering or use would (x) materially interfere with a

significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to suspend such offering or use for a period of not more than six months after receipt of the Holder's request, such right pursuant to Section 7.13(a) or this Section 7.13(b) not to be utilized more than once in any twelve-month period. In connection with any shelf registration pursuant to this Section 7.13(b), the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such shelf registration under the securities laws of such states as the Holder shall reasonably request; *provided*, *however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or partnership doing business in such jurisdiction solely as a result of such shelf registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Interests subject to such shelf registration on such National Securities Exchange as the Holder shall reasonably request, and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Interests in such states. Except as set forth in Section 7.13(d), all costs and expenses of any such shelf registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(c) If the Partnership shall at any time propose to file a registration statement under the Securities Act for an offering of equity securities of the Partnership for cash (other than an offering relating solely to an employee benefit plan), the Partnership shall notify each Holder that is an Affiliate of the Partnership at the time of such proposal and use all reasonable efforts to include such number or amount of securities held by such Holder in such registration statement as it shall request; *provided*, that the Partnership is not required to make any effort or take any action to so include the securities of such Holder once the registration statement is declared effective by the Commission or otherwise becomes effective, including any registration statement providing for the offering from time to time of securities pursuant to Rule 415 of the Securities Act. If the proposed offering pursuant to this Section 7.13(c) shall be an underwritten offering, then, in the event that the managing underwriter or managing underwriters of such offering advise the Partnership and such Holder in writing that in their opinion the inclusion of all or some of the Holder's Partnership Interests would have a material adverse effect on the success of the offering, the Partnership shall include in such offering only that number or amount, if any, of securities held by such Holder that, in the opinion of the managing underwriter or managing underwriters, will not have a material adverse effect on the success of the offering. Except as set forth in

Section 7.13(d), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by such Holder.

(d) If underwriters are engaged in connection with any registration referred to in this Section 7.13, the Partnership shall provide indemnification, representations, covenants, opinions and other assurance to the underwriters in form and substance reasonably satisfactory to such underwriters. Further, in addition to and not in limitation of the Partnership's obligation under Section 7.8, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless the Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "***Indemnified Persons***") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.13(d) as a "claim" and in the plural as "claims") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which any Partnership Interests were registered under the Securities Act or any state securities or Blue Sky laws, in any preliminary prospectus (if used prior to the effective date of such registration statement), or in any summary or final prospectus or any free writing prospectus or in any amendment or supplement thereto, or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading; *provided*, *however*, that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, such preliminary, summary or final prospectus or any free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(e) The provisions of Section 7.13(a), Section 7.13(b) and Section 7.13(c) shall continue to be applicable with respect to the General Partner (and any of the General Partner's Affiliates) after it ceases to be a general partner of the Partnership, during a period of two years subsequent to the effective date of such cessation and for so long thereafter as is required for the Holder to sell all of the Partnership Interests with respect to which it has requested during such two-year period inclusion in a registration statement otherwise filed or that a registration statement be filed; *provided*, *however*, that the Partnership shall not be required to file successive registration statements covering the same Partnership Interests for which registration was demanded during such two-year period. The provisions of Section 7.13(d) shall continue in effect thereafter.

(f) The rights to cause the Partnership to register Partnership Interests pursuant to this Section 7.13 may be assigned (but only with all related obligations) by a Holder to a transferee of such Partnership Interests, *provided* (i) the Partnership is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Partnership Interests with respect to which such registration rights are being assigned and (ii) such transferee agrees in writing to be bound by and subject to the terms set forth in this Section 7.13.

(g) Any request to register Partnership Interests pursuant to this Section 7.13 shall (i) specify the Partnership Interests intended to be offered and sold by the Person making the request, (ii) express such Person's present intent to offer such Partnership Interests for distribution, (iii) describe the nature or method of the proposed offer and sale of Partnership Interests and (iv) contain the undertaking of such Person to provide all such information and materials regarding such Person and take all action as may be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Partnership Interests.

Section 7.14 *Reliance by Third Parties*. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives, to the fullest extent permitted by law, any and all

defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE VIII.
BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting*. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.4(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the record of the Record Holders of Units or other Partnership Interests, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, magnetic tape, photographs, micrographics or any other information storage device; *provided*, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP. The Partnership shall not be required to keep books maintained on a cash basis and the General Partner shall be permitted to calculate cash-based measures, including Operating Surplus, by making such adjustments to its

accrual basis books to account for non-cash items and other adjustments as the General Partner determines to be necessary or appropriate.

Section 8.2 *Fiscal Year*. The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports*.

(a) As soon as practicable, but in no event later than 90 days after the close of each fiscal year of the Partnership, the General Partner shall cause to be mailed or made available, by any reasonable means, to each Record Holder of a Unit as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner.

(b) As soon as practicable, but in no event later than 45 days after the close of each Quarter except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means to each Record Holder of a Unit, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(c) The General Partner shall be deemed to have made a report available to each Record Holder as required by this Section 8.3 if it has either (i) filed such report with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such report is publicly available on such system or (ii) made such report available on any publicly available website maintained by the Partnership.

ARTICLE IX.
TAX MATTERS

Section 9.1 *Tax Returns and Information*. The Partnership shall timely file all returns of the Partnership that are required for federal, state and local income tax purposes on the basis of the accrual method and the taxable period or years that it is required by law to adopt, from time to time, as determined by the General Partner. In the event the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for federal and state income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends, subject to Section 5.06 of the Series A Purchase Agreement. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for federal income tax purposes.

Section 9.2 *Tax Elections*.

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest quoted closing price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(f) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies.* Subject to the provisions hereof, the General Partner is designated as the Tax Matters Partner (as defined in Section 6231(a)(7) of the Code as in effect prior to the enactment of the Bipartisan Budget Act of 2015), and the "partnership representative" (as defined in Section 6223 of the Code following the enactment of the Bipartisan Budget Act of 2015) and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. In its capacity as "partnership representative," the General Partner shall exercise any and all authority of the "partnership representative" under the Code, including, without limitation, (i) binding the Partnership and its Partners with respect to tax matters and (ii) determining whether to make any available election under Section 6226 of the Code. Each Partner agrees to cooperate with the General Partner and to do or refrain from doing any or all things reasonably required by the General Partner to conduct such proceedings. Each Partner agrees that notice of or updates regarding tax controversies shall be deemed conclusively to have been given or made by the General Partner if the Partnership has either (a) filed the information for which notice is required with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such information is publicly available on such system or (b) made the information for which notice is required available on any publicly available website maintained by the Partnership, whether or not such Partner remains a Partner in the Partnership at the time such information is made publicly available. The General Partner may amend the provisions of this Agreement in accordance with Article XIII as determined appropriate in order to minimize the potential U.S. federal and state or local income tax consequences to current and former Limited Partners, and for the proper administration of the Partnership, upon any amendment to the provisions of Subchapter C of Chapter 63 of Subtitle A of the Code, as enacted by the Bipartisan Budget Act of 2015, or the promulgation of regulations or publication of other administrative guidance thereunder.

Section 9.4 *Withholding; Tax Payments*.

(a) The General Partner may treat taxes paid by the Partnership on behalf of all or less than all of the Partners, either as a distribution of cash to such Partners or as a general expense of the Partnership, as determined appropriate under the circumstances by the General Partner.

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code or established under any foreign law. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 or Section 12.4(c) in the amount of such withholding from such Partner.

ARTICLE X.
ADMISSION OF PARTNERS

Section 10.1 *Admission of Limited Partners*.

(a) [Reserved]

(b) By acceptance of the transfer of any Limited Partner Interests in accordance with Article IV or the acceptance of any Limited Partner Interests issued pursuant to Article V or pursuant to a merger or consolidation or conversion pursuant to Article XIV, each transferee of, or other such Person acquiring, a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when any such transfer or admission is reflected in the books and records of the Partnership and such Limited Partner becomes the Record Holder of the Limited Partner Interests so transferred, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) represents that the transferee or other recipient has the capacity, power and authority to enter into this Agreement and (iv) makes the consents, acknowledgements and waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any additional or successor Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Limited Partner or Record Holder of a Limited Partner Interest without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and until such Person is reflected in the books and records of the Partnership as the Record Holder of such Limited Partner Interest.

(c) The name and mailing address of each Limited Partner shall be listed on the books and records of the Partnership maintained for such purpose by the Partnership or the Transfer Agent. The General Partner shall update the books and records of the Partnership from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable). A Limited Partner Interest may be represented by a Certificate, as provided in Section 4.1.

(d) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(b).

Section 10.2 *Admission of Successor General Partner*. A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or 11.2 or the transfer of the General Partner Interest pursuant to Section 4.6, *provided, however*, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor is hereby authorized to, and shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.3 *Amendment of Agreement and Certificate of Limited Partnership*. To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

ARTICLE XI.
WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner*.

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "***Event of Withdrawal***"):

(i) the General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) the General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) the General Partner is removed pursuant to Section 11.2;

(iv) the General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) a final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) in the event the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) in the event the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) in the event the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) in the event the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise in the event of the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iv), (v) or (vi)(A), (vi)(B), (vi)(C) or (vi)(E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the Closing Date and ending at 11:59 p.m., prevailing Central Time, on December 31, 2022, the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners; *provided*, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel ("***Withdrawal Opinion of Counsel***") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed); (ii) at any time after 11:59 p.m., prevailing Central Time, on December 31, 2022, the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner, manager or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), the holders of a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner who shall be admitted as a

general partner of the Partnership upon the effective date of such withdrawal. The Person so elected as successor General Partner shall automatically become the successor general partner, manager or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner, manager or a managing member. If, prior to the effective date of the General Partner's withdrawal pursuant to Section 11.1(a)(i), a successor is not selected by the Unitholders as provided herein or the Partnership does not receive a Withdrawal Opinion of Counsel, the Partnership shall be dissolved in accordance with Section 12.1 unless the business of the Partnership is continued pursuant to Section 12.2. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.2.

Section 11.2 *Removal of the General Partner*. The General Partner may be removed if such removal is approved by the Unitholders holding at least 66 2/3% of the Outstanding Units (excluding Series A Preferred Units, but including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the

Unitholders holding a majority of the outstanding Common Units, voting as a class (including, in each case, Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.2. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner, manager or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner, manager or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.2, automatically become a successor general partner, manager or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner, manager or a managing member. The right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.2.

Section 11.3 *Interest of Departing General Partner and Successor General Partner*.

(a) In the event of (i) withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement or (ii) removal of the General Partner by the holders of Outstanding Units under circumstances where Cause does not exist, if the successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2, the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner, to require its successor to purchase its General Partner Interest and its or its Affiliates' or beneficial owners' general partner interest (or equivalent interest), if any, in the other Group Members (collectively, the "***Combined Interest***") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its withdrawal or removal. If the General Partner is removed by the Unitholders under circumstances where Cause exists or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option,

exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.5, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest. In making its determination, such third independent investment banking firm or other independent expert shall consider the value of the Units, including the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner (including an appropriate "***control premium***"), the value of the General Partner Interest and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall become a Limited Partner and the Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest to Common Units will be characterized as if the Departing General Partner (or its transferee) contributed the Combined Interest to the Partnership in exchange for the newly issued Common Units.

Section 11.4 *[Reserved]*.

Section 11.5 *Withdrawal of Limited Partners*. No Limited Partner shall have any right to withdraw from the Partnership; *provided, however*, that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred,

such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII.
DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution*. The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, 11.2 or 12.2, the Partnership shall not be dissolved and such successor General Partner is hereby authorized to, and shall, continue the business of the Partnership. Subject to Section 12.2, the Partnership shall dissolve, and its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and such successor is admitted to the Partnership pursuant to this Agreement;

(b) an election to dissolve the Partnership by the General Partner that is approved by the holders of a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership After Dissolution*.

Upon (a) an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or (iii) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Section 11.1 or Section 11.2, then within 90 days thereafter, or (b) an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), (v) or (vi), then, to the maximum extent permitted by law, within 180 days thereafter, the holders of a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing, effective as of the date of the Event of Withdrawal, as a successor General Partner a Person approved by the holders of a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement; *provided*, that the right of the holders of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability under the Delaware Act of any Limited Partner and (y) neither the Partnership nor any Group Member would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator*. Upon dissolution of the Partnership the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of at least a majority of the Outstanding Common Units. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of at least a majority of the Outstanding Common Units. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of at least a majority of the Outstanding Common Units. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.4) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation*. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be applied as additional liquidation proceeds.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (including the allocation provided for under Section 6.1(d)(xi)(C), which allocates items of gross income, gain, loss and deduction among the Partners to the maximum extent possible to provide a preference in liquidation to the Capital Account of the Series A Preferred Units over the Capital Accounts of Series A Junior Securities, but excluding adjustments made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g)); *provided* that any cash or cash equivalents available for distribution under this Section 12.4(c) shall be distributed with respect to the Series A Preferred Units and Series A Senior Securities (up to the positive balances in the associated Capital Accounts) prior to any distribution of cash or cash equivalents with respect to the Series A Junior Securities.

(d) If the amount the Series A Preferred Unitholders are entitled to receive with respect to their Series A Preferred Units pursuant to Section 12.4(c) is not equal to the Series A Liquidation Value with respect to such Series A Preferred Units, then to the extent permitted by law and notwithstanding anything to the contrary contained in this Agreement, items of gross income and gain for any preceding taxable period(s) with respect to which IRS Form 1065 Schedules K-1 have not been filed by the Partnership will be reallocated among the Partners until the Capital Accounts of the Series A Preferred Unitholders with respect to their Series A Preferred Units are equal to the Series A Liquidation Value with respect to each such Series A Preferred Unit, and no other allocation of Profit or Loss pursuant to this Agreement will reverse the effect of such allocation. In the event the allocations provided for in this Section 12.4(d) do not result in the Capital Accounts of the Series A Preferred Unitholders with respect to their Series A Preferred Units being equal to the aggregate Series A Liquidation Value with respect to such Series A Preferred Units, the Partnership shall, prior to making the liquidating distributions pursuant to Section 12.4(c), pay each such holder of Series A Preferred Units an amount equal to the excess of (i) the aggregate Series A Liquidation Value with respect to such Series A Preferred Units over (ii) the amount to be distributed to such Partner with respect to its Series A Preferred Units pursuant to Section 12.4(c) and such payment shall be treated for federal income tax purposes as guaranteed payments for the use of capital under Section 707(c) of the Code.

Section 12.5 *Cancellation of Certificate of Limited Partnership*. Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the winding up of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware

shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions*. The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition*. To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration*. No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable period of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

ARTICLE XIII.
AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner*. Each Partner agrees that the General Partner, without the approval of any Partner, subject to Section 5.12(b)(iii)(B), Section 5.12(b)(iv) and Section 5.13(g), may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for federal income tax purposes;

(d) a change that the General Partner determines (i) does not adversely affect the Limited Partners considered as a whole (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect (except as permitted by subsection (g) hereof); *provided*, *however*, for purposes of determining whether an amendment satisfies the requirements of this Section 13.1(d)(i), the General Partner shall disregard the effect on any class or classes of Partnership Interests that have approved such amendment pursuant to Section 13.3(c), (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state

agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.9 or (iii) is required to effect the intent expressed in the Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable period of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable period of the Partnership including, if the General Partner shall so determine, a change in the definition of “Quarter” and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or “plan asset” regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests or options, rights, warrants, appreciation rights or phantom or tracking interests relating to the Partnership Interests pursuant to Section 5.6;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 14.3;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4 or 7.1(a);

(k) a merger, conveyance or conversion pursuant to Section 14.3(d) or Section 14.3(e); or

(l) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures*. Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so in its sole discretion, and, in declining to propose or approve an amendment, to the fullest

extent permitted by law shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. An amendment shall be effective upon its approval by the General Partner and, except as otherwise provided by Section 13.1 or Section 13.3, the holders of a Unit Majority, unless a greater or different percentage is required under this Agreement. Each proposed amendment that requires the approval of the holders of a specified percentage of Outstanding Units or class of Limited Partners shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of Outstanding Units or class of Limited Partners or call a meeting of the Unitholders to consider and vote on such proposed amendment. The General Partner shall notify all Record Holders upon final adoption of any amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has either (i) filed such amendment with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such amendment is publicly available on such system or (ii) made such amendment available on any publicly available website maintained by the Partnership.

Section 13.3 *Amendment Requirements*.

(a) Notwithstanding the provisions of Section 13.1 and Section 13.2, no provision of this Agreement (other than a provision of the Delaware Act that becomes a part of this Agreement by operation of law) that establishes a percentage of Outstanding Units (including Units deemed owned by the General Partner) or class of Limited Partners required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of (i) in the case of any provision of this Agreement other than Section 11.2 or Section 13.4, reducing such percentage or (ii) in the case of Section 11.2 or Section 13.4, increasing such percentage, unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units whose aggregate Outstanding Units constitute not less than the voting requirement sought to be reduced or increased, as applicable.

(b) Notwithstanding the provisions of Section 13.1 and Section 13.2, no amendment to this Agreement may (i) enlarge the obligations of (including requiring any holder of a class of Partnership Interests to make additional Capital Contributions to the Partnership) any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c), or (ii) enlarge the obligations of, restrict, change or modify in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 14.3 or Section 13.1 (this Section 13.3(c) being subject to the General Partner's authority to unilaterally approve amendments pursuant to Section 13.1), any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected. If the General Partner determines an amendment does not satisfy the requirements of Section 13.1(d)(i) because it adversely affects one or more classes of Partnership

Interests, as compared to other classes of Partnership Interests, in any material respect, such amendment shall only be required to be approved by the adversely affected class or classes.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Outstanding Units voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of the holders of at least 90% of the Outstanding Units.

Section 13.4 *Special Meetings*. All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special meeting and indicating the general or specific purposes for which the special meeting is to be called. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the

Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the time notice of the meeting is given as provided in Section 16.1. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting*. Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of written communication.

Section 13.6 *Record Date*. For purposes of determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11 the General Partner may set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which Limited Partners are requested in writing by the General Partner to give such

approvals. If the General Partner does not set a Record Date, then (a) the Record Date for determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners shall be the close of business on the day next preceding the day on which notice is given, and (b) the Record Date for determining the Limited Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 13.11.

Section 13.7 *Adjournment*. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting; Approval of Minutes*. The transactions at any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

Section 13.9 *Quorum and Voting*. The holders of a majority of the Outstanding Units of the class or classes for which a meeting has been called (including Outstanding Units deemed owned by the General Partner or its Affiliates) represented in person or by proxy shall constitute a quorum at a meeting of Limited Partners of such class or classes unless any such action by the Limited Partners requires approval by holders of a greater percentage of such Units, in which case the quorum shall be such greater percentage. At any meeting of the Limited Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Limited Partners holding Outstanding Units that in the aggregate represent a majority of the Outstanding Units entitled to vote and be present in person or by proxy at such meeting shall be deemed to constitute the act of all Limited Partners, unless a greater or different percentage or class vote is required with respect to such action under the provisions of this Agreement, in which case the act of the Limited Partners holding Outstanding Units that in the aggregate represent at least such greater or different percentage or the act of the Limited Partners holding the requisite percentage of the necessary class, shall be required. The Limited Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Limited Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of Outstanding Units or class of Limited Partners specified in this Agreement (including Outstanding Units deemed owned by the General Partner or its Affiliates). In the absence of a quorum any meeting of Limited Partners may be adjourned from time to time by the affirmative vote of holders of at least a majority of the Outstanding Units entitled to vote at such meeting (including Outstanding Units deemed

owned by the General Partner) represented either in person or by proxy, but no other business may be transacted, except as provided in Section 13.7.

Section 13.10 *Conduct of a Meeting*. The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals in writing.

Section 13.11 *Action Without a Meeting*. If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting, without a vote and without prior notice, if an approval in writing or by electronic transmission is signed or transmitted by Limited Partners owning not less than the minimum percentage of the Outstanding Units (including Outstanding Units deemed owned by the General Partner or its Affiliates) that would be necessary to authorize or take such action at a meeting at which all the Limited Partners entitled to vote thereon were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice

of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing. The General Partner may specify that any written ballot, if any, submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Units held by the Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Units that were not voted. If approval of the taking of any action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) they are deposited with the Partnership in care of the General Partner and (b) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners. Nothing contained in this Article XIII shall be deemed to require the General Partner to solicit all Limited Partners in connection with a matter approved by the holders of the requisite percentage of Units acting by written consent without a meeting.

Section 13.12 *Right to Vote and Related Matters*.

(a) Only those Record Holders of the Outstanding Units on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of "***Outstanding***") shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units or the holders thereof shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such other Person shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume it is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

ARTICLE XIV.
MERGER, CONSOLIDATION OR CONVERSION

Section 14.1 *Authority*. The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts, business trusts, associations, real estate investment trusts, common law trusts or unincorporated businesses or entities, including a partnership (whether general or limited (including a limited liability partnership or a limited liability limited partnership)) (each an "***Other Entity***") or convert into any such Other Entity, whether such Other Entity is formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written plan of merger or consolidation ("***Merger Agreement***") or a written plan of conversion ("***Plan of Conversion***"), as the case may be, in accordance with this Article XIV.

Section 14.2 *Procedure for Merger, Consolidation or Conversion*.

(a) Merger, consolidation or conversion of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, *provided, however*, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger, consolidation or conversion of the Partnership and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership, any Limited Partner and, in declining to consent to a merger, consolidation or conversion, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) the name, jurisdiction of formation or organization and type of entity of each of the business entities proposing to merge or consolidate;

(ii) the name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation (the "***Surviving Business Entity***");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity interests of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (i) if any interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity, then the cash, property or interests, rights, securities or obligations of any Other Entity (other than the Surviving Business Entity) which the holders of such interests, securities or rights are to receive in exchange for, or upon conversion of, their interests, securities or rights, and (ii) in the case of equity interests represented by certificates, upon the surrender of such certificates, which cash, property or interests, rights, securities or obligations of the Surviving Business Entity or any Other Entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles or certificate of trust, declaration of trust, certificate or agreement of limited partnership, certificate of formation or limited liability company agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided*, that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain and stated in the certificate of merger); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

(c) If the General Partner shall determine to consent to the conversion, the General Partner shall approve the Plan of Conversion, which shall set forth:

(i) the name of the converting entity and the converted entity;

(ii) a statement that the Partnership is continuing its existence in the organizational form of the converted entity;

(iii) a statement as to the type of entity that the converted entity is to be and the state or country under the laws of which the converted entity is to be incorporated, formed or organized;

(iv) the manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or

obligations of the converted entity or an Other Entity, or for the cancellation of such equity securities;

(v) in an attachment or exhibit, the certificate of limited partnership of the Partnership;

(vi) in an attachment or exhibit, the certificate of limited partnership, articles of incorporation, or other organizational documents of the converted entity;

(vii) the effective time of the conversion, which may be the date of the filing of the certificate of conversion or a later date specified in or determinable in accordance with the Plan of Conversion (*provided*, that if the effective time of the conversion is to be later than the date of the filing of such certificate of conversion, the effective time shall be fixed at a date or time certain and stated in such certificate of conversion); and

(viii) such other provisions with respect to the proposed conversion that the General Partner determines to be necessary or appropriate.

Section 14.3 *Approval by Limited Partners*.

(a) Except as provided in Section 14.3(d), the General Partner, upon its approval of the Merger Agreement or the Plan of Conversion, as the case may be, shall direct that the Merger Agreement or the Plan of Conversion and the merger, consolidation or conversion contemplated thereby, as applicable, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent or consent by electronic transmission, in any case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement or the Plan of Conversion, as the case may be, shall be included in or enclosed with the notice of a special meeting or the solicitation of written consent or consent by electronic transmission.

(b) Except as provided in Sections 14.3(d) and 14.3(e), the Merger Agreement or Plan of Conversion, as the case may be, shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority unless the Merger Agreement or Plan of Conversion, as the case may be, contains any provision that, if contained in an amendment to this Agreement, the provisions of this Agreement or the Delaware Act would require for its approval the vote or consent of a greater percentage of the Outstanding Units or of any class of Limited Partners, in which case such greater percentage vote or consent shall be required for approval of the Merger Agreement or the Plan of Conversion, as the case may be.

(c) Except as provided in Sections 14.3(d) and 14.3(e), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger or certificate of conversion pursuant to Section 14.4, the merger, consolidation or conversion may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement or Plan of Conversion, as the case may be.

(d) Notwithstanding anything else contained in this Article XIV or this Agreement, but subject to Section 5.12(b)(iii) and Section 5.12(b)(vii) the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the

Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the conversion, merger or conveyance, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership or any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already treated as such), (ii) the sole purpose of such conversion, merger, or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

(e) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into an Other Entity if (A) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership or any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already treated as such), (B) the merger or consolidation would not result in an amendment to this Agreement, other than any

amendments that could be adopted pursuant to Section 13.1, (C) the Partnership is the Surviving Business Entity in such merger or consolidation, (D) each Unit outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Unit of the Partnership after the effective date of the merger or consolidation, and (E) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests Outstanding immediately prior to the effective date of such merger or consolidation.

(f) Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (a) effect any amendment to this Agreement or (b) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.3 shall be effective at the effective time or date of the merger or consolidation.

Section 14.4 *Certificate of Merger or Certificate of Conversion*. Upon the required approval by the General Partner and the Unitholders of a Merger Agreement or the Plan of Conversion, as the case may be, a certificate of merger or certificate of conversion, as applicable, shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Act.

Section 14.5 *Effect of Merger, Consolidation or Conversion*.

(a) At the effective time of the certificate of merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the

merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) At the effective time of the certificate of conversion, for all purposes of the laws of the State of Delaware:

(i) the Partnership shall continue to exist, without interruption, but in the organizational form of the converted entity rather than in its prior organizational form;

(ii) all rights, title, and interests to all real estate and other property owned by the Partnership shall remain vested in the converted entity in its new organizational form without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon;

(iii) all liabilities and obligations of the Partnership shall continue to be liabilities and obligations of the converted entity in its new organizational form without impairment or diminution by reason of the conversion;

(iv) all rights of creditors or other parties with respect to or against the prior interest holders or other owners of the Partnership in their capacities as such in existence as of the effective time of the conversion will continue in existence as to those liabilities and obligations and are enforceable against the converted entity by such creditors and obligees to the same extent as if the liabilities and obligations had originally been incurred or contracted by the converted entity; and

(v) the Partnership Interests that are to be converted into partnership interests, shares, evidences of ownership, or other rights or securities in the converted entity or cash as provided in the plan of conversion shall be so converted, and Partners shall be entitled only to the rights provided in the Plan of Conversion.

ARTICLE XV.
RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1 *Right to Acquire Limited Partner Interests*.

(a) Notwithstanding any other provision of this Agreement, except Section 5.12(b)(vii), if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable in its sole discretion, to purchase all, but not less than all, of such Limited Partner Interests (but excluding the Series A Preferred Units, which are subject to Section 5.12(b)(vii)) of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the Transfer Agent notice of such election to purchase (the "***Notice of***

Election to Purchase") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner) at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be published for a period of at least three consecutive days in at least two daily newspapers of general circulation printed in the English language and published in the Borough of Manhattan, New York. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates representing such Limited Partner Interests in the case of Limited Partner Interests evidenced by Certificates, in exchange for payment, at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate shall not have been surrendered for purchase, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Article III, Article IV, Article V, Article VI and Article XII) shall thereupon cease, except the right to receive the purchase price (determined in

accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests in the case of Limited Partner Interests evidenced by Certificates, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent and the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the owner of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the owner of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Article III, Article IV, Article V, Article VI and Article XII).

(c) In the case of Limited Partner Interests evidenced by Certificates, at any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest subject to purchase as provided in this Section 15.1 may surrender his Certificate evidencing such Limited Partner Interest to the Transfer Agent in exchange for payment of the amount described in Section 15.1(a), therefor, without interest thereon.

ARTICLE XVI.
GENERAL PROVISIONS

Section 16.1 *Addresses and Notices; Written Communications*.

(a) Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner at the address described below. Any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise. Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report given or made in accordance with the provisions of this Section 16.1 is returned marked to indicate that such notice, payment or report was unable to be delivered, such notice, payment or report and, in the case of notices, payments or reports returned by the United States Postal Service (or other physical mail delivery mail service outside the United States of America), any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) or other delivery

if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

(b) The terms "in writing", "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 16.2 *Further Action*. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.3 *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.4 *Integration*. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.5 *Creditors*. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.6 *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 16.7 *Third-Party Beneficiaries*. Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee and (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person.

Section 16.8 *Counterparts*. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest, pursuant to Sections 10.1(a) or (b) without execution hereof.

Section 16.9 *Applicable Law; Forum, Venue and Jurisdiction*.

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

(b) The Partnership, each Partner, each Record Holder, each other Person who acquires any legal or beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise) and each other Person who is bound by this Agreement (collectively, the "***Consenting Parties***" and each a "***Consenting Party***"):

(i) irrevocably agrees that, unless the General Partner shall otherwise agree in writing, any claims, suits, actions or proceedings arising out of or relating in any way to this Agreement or any Partnership Interest (including, without limitation, any claims, suits or actions under or to interpret, apply or enforce (A) the provisions of this Agreement, including without limitation the validity, scope or enforceability of this Section 16.9, (B) the duties, obligations or liabilities of the Partnership to the Limited Partners or the General Partner, or of Limited Partners or the General Partner to the Partnership, or among Partners, (C) the rights or powers of, or restrictions on, the Partnership, the Limited Partners or the General Partner, (D) any provision of the Delaware Act or other similar applicable statutes, (E) any other instrument, document, agreement or certificate contemplated either by any provision of the Delaware Act relating to the Partnership or by this Agreement or (F) the federal securities laws of the United States or the securities or antifraud laws of any international, national, state, provincial, territorial, local or other governmental or regulatory authority, including, in each case, the applicable rules and regulations promulgated thereunder (regardless of whether such Disputes (x) sound in contract, tort, fraud or otherwise, (y) are based on common law, statutory, equitable, legal or other grounds, or (z) are derivative or direct claims)) (a "***Dispute***"), shall be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction;

(ii) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding;

(iii) irrevocably agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of such courts or of any other court to which proceedings in such courts may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding;

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; *provided*, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law; and

(vi) irrevocably waives any and all right to trial by jury in any such claim, suit, action or proceeding; (vii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate and (viii) agrees that if a Dispute that would be subject to this Section 16.9 if brought against a Consenting Party is brought against an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates (other than Disputes brought by the employer or principal of any such employee, officer, director, agent or indemnitee) for alleged actions or omissions of such employee, officer, director, agent or indemnitee undertaken as an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates, such employee, officer, director, agent or indemnitee shall be entitled to invoke this Section 16.9.

Section 16.10 *Invalidity of Provisions*. If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and part thereof contained herein shall not be affected thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 16.11 *Consent of Partners*. Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of

the Partners and each Partner shall be bound by the results of such action.

Section 16.12 *Facsimile Signatures*. The use of facsimile signatures affixed in the name and on behalf of the transfer agent and registrar of the Partnership on Certificates representing Units is expressly permitted by this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GENERAL PARTNER:

USA COMPRESSION GP, LLC

By: /s/ Matthew C. Liuzzi
Name: Matthew C. Liuzzi
Title: Vice President, Chief Financial Officer and Treasurer

Signature Page to Second Amended and Restated Agreement of Limited Partnership

EXHIBIT A
to the Second Amended and Restated
Agreement of Limited Partnership of
USA Compression Partners, LP
Certificate Evidencing Common Units
Representing Limited Partner Interests in
USA Compression Partners, LP

No. Common Units

In accordance with Section 4.1 of the Second Amended and Restated Agreement of Limited Partnership of USA Compression Partners, LP, as amended, supplemented or restated from time to time (the "***Partnership Agreement***"), USA Compression Partners, LP, a Delaware limited partnership (the "***Partnership***"), hereby certifies that (the "***Holder***") is the registered owner of Common Units representing limited partner interests in the Partnership (the "***Common Units***") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 100 Congress Avenue, Suite 450, Austin, Texas 78701. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF USA COMPRESSION PARTNERS, LP THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF USA COMPRESSION PARTNERS, LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE USA COMPRESSION PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). USA COMPRESSION GP, LLC, THE GENERAL PARTNER OF USA COMPRESSION PARTNERS, LP, MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF USA COMPRESSION PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement and (iii) made the waivers and given the consents and approvals contained in the Partnership Agreement.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent and Registrar. This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

Dated: _____ USA Compression Partners, LP

Countersigned and Registered by:	By: USA Compression GP, LLC
[ ] As Transfer Agent and Registrar	By: _____ Name: _____ Title: Secretary

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM — as tenants in common	UNIF GIFT TRANSFERS MIN ACT
TEN ENT — as tenants by the entireties	Custodian
JT TEN — as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Gifts/Transfers to CD Minors Act (State)

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS OF
USA COMPRESSION PARTNERS, LP

FOR VALUE RECEIVED, hereby assigns, conveys, sells and transfers unto

_____	_____
(Please print or typewrite name and address of assignee)	(Please insert Social Security or other identifying number of assignee)

Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint as its attorney-in-fact with full power of substitution to transfer the same on the books of USA Compression Partners, LP

Date: _____	NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular. without alteration, enlargement or change.
THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, (Signature) SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15	_____ (Signature) _____ (Signature)

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer.

EXHIBIT B
to the Second Amended and Restated
Agreement of Limited Partnership of
USA Compression Partners, LP

Restrictions on Transfer of Series A Preferred Units

THE SERIES A PREFERRED UNITS (ALSO REFERRED TO AS “THIS SECURITY”) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SERIES A PREFERRED UNITS MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO USA COMPRESSION PARTNERS, LP THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS SECURITY IS SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN SECTIONS 4.5, 4.7 AND 5.12(b)(viii) OF AND ELSEWHERE IN THE SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF USA COMPRESSION PARTNERS, LP, AS AMENDED,

SUPPLEMENTED OR RESTATED FROM TIME TO TIME (THE "PARTNERSHIP AGREEMENT") AND THE VOTING RESTRICTIONS SET FORTH IN THE DEFINITION OF THE DEFINED TERM "OUTSTANDING" IN THE PARTNERSHIP AGREEMENT.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF USA COMPRESSION PARTNERS, LP THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF USA COMPRESSION PARTNERS, LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE USA COMPRESSION PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). USA COMPRESSION GP, LLC, THE GENERAL PARTNER OF USA COMPRESSION PARTNERS, LP, MAY IMPOSE RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT DETERMINES, WITH THE ADVICE OF COUNSEL, THAT SUCH RESTRICTIONS ARE NECESSARY OR ADVISABLE TO (I) AVOID A SIGNIFICANT RISK OF USA COMPRESSION PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES OR (II) PRESERVE THE UNIFORMITY OF THE LIMITED PARTNER INTERESTS OF USA COMPRESSION PARTNERS, LP (OR ANY CLASS OR CLASSES THEREOF).

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of April 2, 2018, is entered into by and among USA Compression Partners, LP, a Delaware limited partnership (the "***Partnership***"), Energy Transfer Equity, L.P., a Delaware limited partnership ("***ETE***"), Energy Transfer Partners, L.P., a Delaware limited partnership ("***ETP***" and, together with ETE, the "***Energy Transfer Parties***"), and USA Compression Holdings, LLC, a Delaware limited liability company ("***USAC Holdings***" and, together with the Energy Transfer Parties, the "***Holders***" and each individually a "***Holder***"). Each party to this Agreement is sometimes referred to individually in this Agreement as a "***Party***" and all of the parties to this Agreement are sometimes collectively referred to in this Agreement as the "***Parties***."

WHEREAS, this Agreement is made in connection with the entry into of (i) that certain Purchase Agreement (the "***Purchase Agreement***"), dated as of January 15, 2018, by and among USAC Holdings, ETE, Energy Transfer Partners, L.L.C., a Delaware limited liability company, and, solely for certain purposes set forth therein, R/C IV USACP Holdings, L.P., a Delaware limited partnership, and ETP; (ii) that certain Contribution Agreement (the "***Contribution Agreement***"), dated as of January 15, 2018, by and among ETP, Energy Transfer Partners GP, L.P., a Delaware limited partnership and the general partner of ETP, ETC Compression, LLC, a Delaware limited liability company, the Partnership, and, solely for certain purposes set forth therein, ETE; and (iii) that certain Equity Restructuring Agreement (the "***Restructuring Agreement***" and, together with the Purchase Agreement and the Contribution Agreement, the "***Transaction Agreements***"), dated as of January 15, 2018, by and among ETE, USA Compression GP, LLC, a Delaware limited liability company and the general partner of the Partnership ("***USAC GP***"), and the Partnership;

WHEREAS, the Holders, in the aggregate, beneficially own 52,283,547 common units representing limited partner interests in the Partnership ("***USAC Common Units***") and each Holder owns the number of USAC Common Units set forth opposite its name on Schedule I hereto;

WHEREAS, ETP beneficially owns 6,397,965 Class B units representing limited partner interests in the Partnership (the "***USAC Class B Units***"), which USAC Class B Units are convertible into USAC Common Units on a one-for-one basis upon the one-year anniversary of the Closing Date (as defined herein); and

WHEREAS, the execution and delivery of this Agreement is a condition to the closing of the transactions contemplated by the Transaction Agreements (the "***Closing***") and, in connection with the Closing, the Partnership and the Holders wish to enter into this Agreement to provide the Holders certain registration rights with respect to the USAC Common Units owned by such Holders (including the USAC Common Units issuable upon the conversion of the USAC Class B Units).

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Partnership and the Holders hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Contribution Agreement. The terms set forth below are used herein as so defined:

"***Affiliate***" means, with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"***Agreement***" shall have the meaning set forth in the preamble.

"***Closing***" shall have the meaning set forth in the recitals.

"***Closing Date***" means April 2, 2018.

"***Contribution Agreement***" shall have the meaning set forth in the recitals.

"***Courts***" shall have the meaning set forth in Section 3.15.

"***Demanding Holder***" and "***Demanding Holders***" shall have the meaning set forth in Section 2.01(a).

"***Effectiveness Period***" shall have the meaning set forth in Section 2.04(a)(ii).

"***Energy Transfer Parties***" shall have the meaning set forth in the preamble.

"***ETE***" shall have the meaning set forth in the preamble.

"***ETP***" shall have the meaning set forth in the preamble.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***Filing Date***" shall have the meaning set forth in Section 2.04(f).

"***Governmental Authority***" means any federal, state, local, municipal, foreign or multinational government, or any subsidiary body thereof or governmental or quasi-governmental authority of any nature, including, any governmental agency, branch, commission, department, official, or entity, any court, judicial authority, or other tribunal, and any arbitration body or tribunal.

"***Holder***" and "***Holders***" shall have the meaning set forth in the preamble.

"***Holding Period***" means the period beginning on the date of this Agreement through the earlier of (a) eighteen months after the Closing Date or (b) the date on which USAC Holdings no longer beneficially owns at least 1,000,000 Registrable Units.

"***Issue Price***" means $17.03.

"***Law***" means any applicable domestic or foreign federal, state, local, municipal, or other administrative order, constitution, law, order, policy, ordinance, rule, code, principle of common law, case, decision, regulation, statute, tariff or treaty, or other requirements with similar effect of any Governmental Authority or any binding provisions or interpretations of the foregoing.

"***Liquidated Damages***" shall have the meaning set forth in Section 2.04(f).

"***Liquidated Damages Cap***" shall have the meaning set forth in Section 2.04(g).

"***National Securities Exchange***" means an exchange registered with the SEC under Section 6(a) of the Exchange Act (or any successor to such Section) and any other securities exchange (whether or not registered with the SEC under Section 6(a) of the Exchange Act (or any successor to such Section) that USAC GP shall designate as a National Securities Exchange for purposes of this Agreement.

"***Other Holder***" shall have the meaning set forth in Section 2.02(a).

"***Partnership***" shall have the meaning set forth in the preamble.

"***Partnership Agreement***" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership dated as of April 2, 2018.

"***Party***" and "***Parties***" shall have the meaning set forth in the preamble.

"***Person***" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization, government or any agency, instrumentality or political subdivision thereof or any other form of entity.

"***Piggyback Registration***" shall have the meaning set forth in Section 2.02(a).

"***Proceedings***" means any claim, action, arbitration, mediation, audit, hearing, investigation, proceeding, litigation, subpoena or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority, arbitrator, or mediator.

"***Prospectus***" means the prospectus or prospectuses (whether preliminary or final) included in any Registration Statement and relating to Registrable Units, as amended or supplemented and including all material incorporated by reference in such prospectus or prospectuses.

"***Purchase Agreement***" shall have the meaning set forth in the recitals.

"***Register***," "***Registered***" and "***Registration***" shall refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act and the declaration or ordering of effectiveness of such registration statement or document.

"***Registrable Units***" means (i) USAC Common Units beneficially owned by the Holders as of the date of this Agreement, (ii) the USAC Common Units issuable upon conversion of the USAC Class B Units owned by ETP, (iii) the USAC Common Units issuable to USAC GP pursuant to the Restructuring Agreement and (iv) any securities issued or issuable with respect thereto by way of conversion, exchange, replacement, unit dividend, unit split or other distribution or in connection with a combination of units, recapitalization, merger, consolidation or other reorganization or otherwise. For purposes of this Agreement, any Registrable Unit shall cease to be a Registrable Unit upon the earliest to occur of the following: (A) when a Registration Statement covering such Registrable Unit becomes or has been declared effective by the SEC and such Registrable Unit has been sold or disposed of pursuant to such effective Registration Statement, (B) when such Registrable Unit has been disposed of pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act, (C) when such Registrable Unit is held by the Partnership or one of its direct or indirect subsidiaries, (D) when such Registrable Unit has been sold or disposed of in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 3.06, (E) if such Registrable Unit has been sold in a private transaction in which the transferor's rights under this Agreement are assigned to the transferee pursuant to Section 3.06 and such transferee is not an Affiliate of USAC GP, at the time that is two (2) years following the transfer of such Registrable Unit to such transferee and (F) in the case of Registrable Units beneficially owned by the Energy Transfer Parties, three (3) years after ETE and ETP cease to be an Affiliate of USAC GP (including where USAC GP ceases to be the general partner of the Partnership).

"***Registration Expenses***" shall have the meaning set forth in Section 2.05.

"***Registration Request***" shall have the meaning set forth in Section 2.01(a).

"***Registration Statement***" means any registration statement of the Partnership under the Securities Act that covers any of the Registrable Units pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all documents incorporated by reference in such Registration Statement.

"***Restructuring Agreement***" shall have the meaning set forth in the recitals.

"***SEC***" means the United States Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the SEC promulgated thereunder.

"***Series A Preferred Holder***" means any holder of the Partnership's Series A Preferred Units representing limited partner interests in the Partnership, including any Person holding

USAC Common Units resulting from the conversion or redemption of the Series A Preferred Units, or holding any USAC Common Units issued upon exercise of the warrants issued in connection with the issuance of the Series A Preferred Units.

"***Series A Preferred Registration Rights Agreement***" means that certain Registration Rights Agreement dated as of April 2, 2018 by and among the Partnership and each of the other parties listed on the signature page thereto, as may be amended from time to time.

"***Shelf Registration Statement***" shall have the meaning set forth in Section 2.01(a).

"***Suspension Period***" shall have the meaning set forth in Section 2.03.

"***Transaction Agreements***" shall have the meaning set forth in the recitals.

"***USAC Class B Units***" shall have the meaning set forth in the recitals.

"***USAC Common Units***" shall have the meaning set forth in the recitals.

"***USAC GP***" shall have the meaning set forth in the recitals.

"***USAC Holdings***" shall have the meaning set forth in the preamble.

ARTICLE II

REGISTRATION RIGHTS

Section 2.01 Shelf Registration.

(a) At the option and upon the written request (the "***Registration Request***") of a Holder (any such Holder, a "***Demanding Holder***") the Partnership shall use commercially reasonable efforts to prepare and file a Registration Statement to permit the public resale of the Registrable Units of such Demanding Holder from time to time as permitted by Rule 415 of the Securities Act (a "***Shelf Registration Statement***") in accordance with the provisions of this Agreement; *provided*, that the Partnership shall only be obligated to prepare and file such Shelf Registration Statement (i) with respect to any request by the Energy Transfer Parties, if the amount of Registrable Units to be registered for resale by the Energy Transfer Parties is greater than or equal to at least five percent (5%) of the then outstanding Registrable Units beneficially owned by the Energy Transfer Parties, (ii) with respect to any request by the Energy Transfer Parties, if the request is made after the expiration of the Holding Period and (iii) if the request is made after the expiration of any applicable lock-up period imposed by the Partnership pursuant to Section 2.07; and *provided*, *further*, that the Partnership shall not be required to effect more than (A) three (3) Registrations pursuant to this Section 2.01 on behalf of ETE; and (B) three (3) Registrations pursuant to this Section 2.01 on behalf of ETP. Within five (5) Business Days of receipt of a Registration Request, the Partnership shall give written notice to each other Holder regarding such proposed Registration, and such notice shall offer such other Holders the opportunity to include in the Registration such number of Registrable Units as each such Holder may request. Each such Holder shall make its request in writing to the Partnership within three

(3) Business Days after the receipt of any such notice from the Partnership, which request shall specify the number of Registrable Units intended to be disposed of by such Holder. For the avoidance of doubt, the Energy Transfer Parties shall not be entitled to be Demanding Holders until the expiration of the Holding Period.

(b) In connection with an underwritten offering of Registrable Units pursuant to this Section 2.01, the Demanding Holders shall have the right to select the managing underwriter or underwriters to lead the offering, subject to the Partnership's consent, not to be unreasonably withheld or delayed. The Partnership shall not be required to effect more than (i) two (2) underwritten offerings of Registrable Units in any 360-day period on behalf of ETE and ETP and (ii) two (2) underwritten offerings of Registrable Units in any 360-day period on behalf of USAC Holdings; *provided*, *however*, that if any Series A Preferred Holder is conducting or actively pursuing an underwritten offering pursuant to Section 2.03 of the Series A Preferred Registration Rights Agreement on any date after three years from the date hereof, then the Partnership may suspend any right of USAC Holdings, the Energy Transfer Parties or any of their respective Affiliates to require the Partnership to conduct an underwritten offering on their behalf pursuant to this Section 2.01, except that the Partnership may only suspend the right of USAC Holdings or the Energy Transfer Parties to require the Partnership to conduct an underwritten offering pursuant to this Section 2.01 once in any six-month period and in no event for a period that exceeds an aggregate of 60 days in any 180-day period or 90 days in any 365-day period. If the Partnership, USAC Holdings, the Energy Transfer Parties or any of their respective Affiliates is conducting or actively pursuing a securities offering of USAC Common Units with anticipated gross offering proceeds of at least $50 million (other than in connection with any at-the-market offering or similar continuous offering program), then the Partnership may suspend any Series A Preferred Holder's right to require the Partnership to conduct an underwritten offering pursuant to Section 2.03 of the Series A Preferred Registration Rights Agreement on such Series A Preferred Holder's behalf pursuant thereto; *provided*, *however*, that the Partnership may only suspend such Series A Preferred Holder's right to require the Partnership to conduct an underwritten offering pursuant to Section 2.03 of the Series A Preferred Registration Rights Agreement once in any six-month period and in no event for a period that exceeds an aggregate of 60 days in any 180-day period or 90 days in any 365-day period.

(c) In connection with an underwritten offering of Registrable Units pursuant to this Section 2.01, if the managing underwriter(s) advise the Partnership that in their opinion the number of USAC Common Units proposed to be included in such offering exceeds the number of USAC Common Units that can be sold in such offering without being likely to materially delay or jeopardize the success or timing of the offering (including the price per unit of the USAC Common Units proposed to be sold in such offering), the Partnership shall include in such Registration and offering:

(i) With respect to any underwritten offering occurring (i) prior to the expiration of the Holding Period, (ii) after the expiration of the Holding Period but prior to eighteen months from the Closing Date, (iii) after eighteen months from the Closing Date but prior to the two-year anniversary of the Closing Date and USAC Holdings beneficially owns less than 1,000,000 Registrable Units or (iv) on any date following the two-year anniversary of the Closing Date, then in the case of clause (i), (ii), (iii) and (iv),

(A) first, the number of USAC Common Units that the Demanding Holder proposes to sell and (B) second, the number of USAC Common Units requested to be included therein by other Holders that have elected to include Registrable Units in such underwritten offering pursuant to Section 2.01(a), pro rata among all such unitholders on the basis of the number of USAC Common Units requested to be included therein by all such unitholders or as such unitholders may otherwise agree. If the number of USAC Common Units that can be sold is less than the number of USAC Common Units proposed to be sold by the Demanding Holder, the amount of USAC Common Units to be sold shall be fully allocated to the Demanding Holder.

(ii) With respect to any underwritten offering occurring after the expiration of the Holding Period but prior to the two-year anniversary of the Closing Date and so long as USAC Holdings beneficially owns at least 1,000,000 Registrable Units, the amount of USAC Common Units to be sold shall be allocated such that USAC Holdings and the Energy Transfer Parties each receive 50% of the net proceeds from the sale.

(d) In connection with any Registrable Units offered pursuant to a Shelf Registration Statement under this Section 2.01, the Holders shall provide the Partnership with not less than three (3) Business Days' notice before selling or disposing of any such Registrable Units.

Section 2.02 Piggyback Registration.

(a) Commencing on the expiration of the Holding Period (or, in the case of USAC Holdings only, on the date hereof), if the Partnership proposes to file with the SEC (i) a Registration Statement to register any USAC Common Units for an underwritten offering under the Securities Act or (ii) a prospectus supplement relating to the sale of USAC Common Units pursuant to an effective "automatic" registration statement, so long as the Partnership is a WKSI at such time or, whether or not the Partnership is a WKSI, so long as the Registrable Units were previously included in the underlying shelf Registration Statement or are included on an effective Registration Statement, in each case for its own account and/or for another Person (except during the period from the date hereof until two years thereafter, for any Series A Preferred Holder) (such other Person, an "***Other Holder***"), other than on a registration statement on Form S-8 or Form S-4, and the form of registration statement to be used may be used for a registration of Registrable Units (a "***Piggyback Registration***"), the Partnership shall give five (5) Business Days' written notice to the Holders of its intention to file such registration statement and, subject to this Section 2.02, shall include in such Registration Statement and in any offering of USAC Common Units to be made pursuant to that Registration Statement all Registrable Units with respect to which the Partnership has received a written request for inclusion therein from any Holder within three (3) Business Days after such Holder's receipt of the Partnership's notice (*provided*, that only Registrable Units of the same class or classes as the USAC Common Units being registered may be included). The Partnership shall have no obligation to proceed with any Piggyback Registration and may abandon, terminate and/or withdraw such registration for any reason at any time prior to the pricing thereof. Any Holder shall have the right to withdraw such Holder's request for inclusion of such Holder's Registrable Units in such Piggyback Registration by giving written notice to the Partnership of such withdrawal at least

two (2) Business Days prior to the time of the public announcement of the Partnership's intention to conduct such underwritten offering.

(b) If a Piggyback Registration is initiated for an underwritten offering on behalf of the Partnership or any Other Holder and the managing underwriter(s) advise the Partnership that in their opinion the number of USAC Common Units proposed to be included in such offering exceeds the number of USAC Common Units that can be sold in such offering without being likely to materially delay or jeopardize the success or timing of the offering (including the price per unit of the USAC Common Units proposed to be sold in such offering), the Partnership shall include in such registration and offering (i) first, the number of USAC Common Units that the Partnership or, if such offering was initiated by any Other Holder, any Other Holder proposes to sell and (ii) second, the number of USAC Common Units requested to be included therein by the Holders and by any Series A Preferred Holder pursuant to the Series A Preferred Registration Rights Agreement that have elected to include Registrable Units in such Piggyback Registration, pro rata among all such Holders and Series A Preferred Holders on the basis of the number of USAC Common Units requested to be included therein by all such Holders and Series A Preferred Holders or as such Holders, Series A Preferred Holders and the Partnership may otherwise agree and (iii) third, the number of USAC Common Units requested to be included therein by other unitholders of USAC, pro rata among all such unitholders on the basis of the number of USAC Common Units requested to be included therein by all such unitholders or as such unitholders and the Partnership may otherwise agree. If the number of USAC Common Units that can be so sold is less than the number of USAC Common Units proposed to be sold by the Partnership or any Other Holder pursuant to the Piggyback Registration, the amount of USAC Common Units to be sold shall be fully allocated to the Partnership or such Other Holder, as applicable.

(c) In any Piggyback Registration under Section 2.02(b), the Partnership shall have the right to select the underwriter or underwriters for any offering conducted pursuant thereto.

(d) None of the Holders shall sell any Registrable Units in any offering pursuant to a Piggyback Registration unless it (i) agrees to sell such Registrable Units on the basis provided in the underwriting arrangements approved by the Partnership and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lockups and other documents reasonably required of such Holder under the terms of such arrangements.

Section 2.03 Suspension Periods. The Partnership may delay the filing or effectiveness of, or by written notice to the Holders suspend the use of, a Shelf Registration Statement in conjunction with a registration of Registrable Units pursuant to Section 2.01 (and, if reasonably required, withdraw any

Shelf Registration Statement that has been filed), but in each such case only if USAC GP determines in good faith that (a) such delay would enable the Partnership to avoid disclosure of material information, the disclosure of which at that time would be adverse to the Partnership (including by interfering with, or jeopardizing the success of, any pending or proposed acquisition, disposition or reorganization), (b) such filing or use would render the Partnership unable to comply with applicable securities Laws or (c) obtaining any financial statements (including required consents) required to be included in any such Shelf Registration Statement (or incorporated therein) would be impracticable. Any period during which the

Partnership has delayed the filing, effectiveness or use of a Registration Statement pursuant to this Section 2.03 is herein called a "***Suspension Period***." In no event shall the number of days covered by (i) any one Suspension Period exceed 60 days and (ii) all Suspension Periods in any 360 day period exceed 120 days. The Holders shall keep the existence of each Suspension Period confidential.

Section 2.04 Obligations of the Partnership and the Holders. Whenever required under Section 2.01 to use commercially reasonable efforts to effect the registration of any Registrable Units, the Partnership shall:

(i) as expeditiously as possible, and in any event within 45 days of the applicable Registration Request, subject to the other provisions of this Agreement, prepare and file with the SEC a Registration Statement with respect to such Registrable Units and cause such Registration Statement to become effective not later than 120 days after the date of the filing of such Registration Statement;

(ii) use commercially reasonable efforts to prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to comply with the applicable requirements of the Securities Act and to keep such Registration Statement effective until the earliest date on which any of the following occurs: (A) all Registrable Units covered by such Registration Statement have been distributed in the manner set forth and as contemplated in such Registration Statement, (B) there are no longer any Registrable Units outstanding and (C) three (3) years from the date such Registration Statement becomes effective (the "***Effectiveness Period***");

(iii) furnish to each selling Holder (A) as far in advance as reasonably practicable before filing a Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed, and provide each such Holder the opportunity to object to any information pertaining to such Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Holder with respect to such information prior to filing such Registration Statement or such other registration statement and the prospectus included therein or any supplement or amendment thereto, and (B) an electronic copy of such Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto in order to facilitate the public sale or other disposition of the Registrable Units covered by such Registration Statement or other registration statement;

(iv) use reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement, or the lifting of any suspension of the qualification or exemption from qualification of any Registrable Units for sale in any jurisdiction in the United States;

(v) if applicable, use reasonable best efforts to register or qualify such Registrable Units under such other securities or blue sky laws of such U.S. jurisdictions

as the Holders reasonably request and continue such registration or qualification in effect in such jurisdictions for as long as the applicable Registration Statement may be required to be kept effective under this Agreement (*provided*, that the Partnership will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (v), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction);

(vi) the Partnership shall ensure that a Registration Statement when it becomes or is declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (and, in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the effective date of a Registration Statement, but in any event within one (1) Business Day of such date, the Partnership will notify the selling Holders of the effectiveness of such Registration Statement.

(vii) promptly notify the Holders, at any time when delivery of a Prospectus relating to its Registrable Units would be required under the Securities Act, of (A) the occurrence of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and prepare, as soon as practical, a supplement or amendment to such Prospectus so that, as thereafter delivered to any prospective purchasers of such Registrable Units, such Prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (B) the Partnership's receipt of any written comments from the SEC with respect to any filing referred to in clause (A) and any written request by the SEC for amendments or supplements to such Registration Statement or any other registration statement or any Prospectus thereto the issuance or threat of issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose, and (C) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Units for sale under the applicable securities or blue sky laws of any jurisdiction. The Partnership agrees to as promptly as practicable amend or supplement the Prospectus or take other appropriate action so that the Prospectus does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(viii) upon request, furnish to each selling Holder, subject to appropriate confidentiality obligations, copies of any and all transmittal letters or other correspondence with the SEC or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Units;

(ix) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as promptly as practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(x) use reasonable best efforts to cause the Registrable Units to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the selling Holders to consummate the disposition of such Registrable Units; *provided*, *however*, that the Partnership shall not be required to qualify or register as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or registered or where it would be subject to taxation as a foreign corporation;

(xi) in the case of an underwritten offering requested pursuant to Section 2.01(a), enter into an underwriting agreement containing such provisions (including provisions for indemnification, lockups, opinions of counsel and comfort letters) as are customary and reasonable for an offering of such kind;

(xii) in the case of an underwritten offering requested pursuant to Section 2.01(a), use reasonable best efforts to (A) cause the Partnership's independent accountants to provide customary "cold comfort" letters to the managing underwriter(s) of such offering in connection therewith and (B) cause the Partnership's counsel to furnish customary legal opinions to such underwriters in connection therewith; and

(xiii) use reasonable best efforts to cause all such Registrable Units to be listed on each National Securities Exchange on which securities of the same class issued by the Partnership are then listed.

(b) It shall be a condition precedent to the obligations of the Partnership to take any action pursuant to this Agreement that the Holders shall furnish to the Partnership such information regarding itself, the Registrable Units held by it, and the intended method of disposition of such securities as the Partnership shall reasonably request and as shall be required in connection with the action to be taken by the Partnership.

(c) The Holders agree by having their USAC Common Units treated as Registrable Units hereunder that, upon being advised in writing by the Partnership of the occurrence of an event pursuant to Section 2.04(a)(vii) when the Partnership is entitled to do so pursuant to Section 2.03, the Holders will immediately discontinue (and direct any other Persons making offers and sales of Registrable Units to immediately discontinue) offers and sales of Registrable Units pursuant to any Registration Statement until it is advised in writing by the Partnership that

the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as contemplated by Section 2.04(a)(vii), and, if so directed by the Partnership, the Holders will deliver to the Partnership all copies, other than permanent file copies then in the Holders' possession, of the Prospectus covering such Registrable Units current at the time of receipt of such notice.

(d) The Partnership may prepare and deliver an issuer free writing prospectus (as such term is defined in Rule 405 under the Securities Act) in lieu of any supplement to a Prospectus, and references herein to any "supplement" to a Prospectus shall include any such issuer free writing prospectus. No seller of Registrable Units may use a free writing prospectus to offer or sell any such units without the Partnership's prior written consent.

(e) It is understood and agreed that the Partnership shall not have any obligations under this Article II at any time following the termination of this Agreement, unless an underwritten offering in which any Holder participates has been priced, but not completed, prior to the applicable date of such termination, in which event the Partnership's obligations under this Section 2.04 shall continue with respect to such offering until it is so completed.

(f) If a Registration Statement required by Section 2.01 does not become or is not declared effective within 180 days after the date it is filed with the SEC (the "***Filing Date***"), then the Holders requesting such registration shall be entitled to a payment (with respect to each Registrable Unit held by such Holders), as liquidated damages and not as a penalty, of 0.25% per annum of the Issue Price for each 30-day period immediately following the 180th day after the Filing Date (the "***Liquidated Damages***"), until such time as such Registration Statement becomes effective or is declared effective or the Registrable Units covered by such Registration Statement are no longer outstanding.

(g) The Liquidated Damages shall be paid to the Holders requesting registration in cash within ten (10) Business Days of the end of each such 30-day period. Any payments made pursuant to this Section 2.04(g) shall constitute such Holders' exclusive remedy for such events. The Liquidated Damages imposed hereunder shall be paid to such Holders in immediately available funds. In no event will the aggregate amount of Liquidated Damages paid to the Holders exceed 6% of the aggregate value of the USAC Common Units to be sold by the Holders under the applicable Registration Statement, valued using the Issue Price (the "***Liquidated Damages Cap***"). If the Partnership certifies that it is unable to pay the Liquidated Damages in cash because such payment would result in a breach under any of the Partnership's or its subsidiaries' credit facilities filed as exhibits to the Partnership's SEC documents, then the Partnership may pay the Liquidated Damages in kind in the form of the issuance of additional USAC Common Units. Upon any issuance of USAC Common Units as Liquidated Damages, the Partnership shall promptly prepare and file an amendment to the applicable Registration Statement prior to its effectiveness adding such USAC Common Units to such Registration Statement as additional Registrable Units. The determination of the number of USAC Common Units to be issued as the Liquidated Damages shall be equal to such amounts divided by the volume weighted average price of the USAC Common Units on the National Securities Exchange for the five (5) consecutive trading days ending on the last trading day ending before the date on which the Liquidated Damages payment is due. In addition to being subject to the

Liquidated Damages Cap, the payment of Liquidated Damages to the Holders shall cease at such time as the Registrable Units of the Holders become eligible for resale without limitation as to volume under Rule 144 of the Securities Act.

Section 2.05 Expenses of Registration. All expenses incurred in connection with any Registrations pursuant to Section 2.01 and any Registration pursuant to Section 2.02 of this Agreement, and any offerings under the Registration Statements filed in such Registrations, excluding underwriters' discounts and commissions, but including without limitation all registration, filing and qualification fees, word processing, duplicating, printers' and accounting fees (including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance), fees of the Financial Industry Regulatory Authority, Inc. or listing fees, messenger and delivery expenses, all fees and expenses of complying with state securities or blue sky laws (including the reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications), and the fees and disbursements of counsel for the Partnership ("***Registration Expenses***"), shall be paid by the Partnership. The Holders shall bear and pay the underwriting commissions and discounts applicable to securities offered for their account in connection with any Registrations made pursuant to this Agreement.

Section 2.06 Indemnification. The Partnership shall indemnify, to the fullest extent permitted by Law, the Holders against all losses, claims, damages, liabilities, judgments, costs (including reasonable costs of investigation) and expenses (including reasonable attorneys' fees) relating to the Registrable Units arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus or any amendment thereof or supplement thereto or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as the same are made in reliance and in conformity with information furnished in writing to the Partnership by any Holder or to the Partnership by any participating underwriter for use in connection with any such Registration Statement or Prospectus, or amendment or supplement thereto. In connection with an underwritten offering in which any Holder participates conducted pursuant to a registration effected hereunder, the Partnership shall indemnify each participating underwriter to the same extent as provided above with respect to the indemnification of the Holders.

(a) In connection with any Registration Statement in which any Holder is participating, such Holder shall furnish to the Partnership in writing such information as the Partnership reasonably requests for use in connection with any such Registration Statement or Prospectus, or amendment or supplement thereto, and such Holder shall indemnify to the fullest extent permitted by Law, the Partnership and its officers and directors, against all losses, claims, damages, liabilities, judgments, costs (including reasonable costs of investigation) and expenses (including reasonable attorneys' fees) arising out of or based upon any untrue or alleged untrue statement of material fact contained in the Registration Statement or Prospectus, or any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, but only

to the extent that the same are made in reliance and in conformity with information furnished in writing to the Partnership by or on behalf of such participating Holder expressly for use therein. In connection with an underwritten offering conducted pursuant to a registration effected hereunder, the participating Holders shall indemnify each participating underwriter to the same extent as provided above with respect to the indemnification of the Partnership.

(b) Any Person entitled to indemnification hereunder shall (1) give prompt written notice to the indemnifying Person of any claim with respect to which it seeks indemnification and (2) permit such indemnifying Person to assume the defense of such claim with counsel reasonably satisfactory to the indemnified Person. Failure to so notify the indemnifying Person shall not relieve it from any liability that it may have to an indemnified Person. The indemnifying Person shall not be subject to any liability for any settlement made by the indemnified Person without its consent (but such consent will not be unreasonably withheld). An indemnifying Person who is entitled to, and elects to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to one local counsel) for all Persons indemnified (hereunder or otherwise) by such indemnifying Person with respect to such claim (and all other claims arising out of the same circumstances), unless in the reasonable judgment of any indemnified Person there may be one or more legal or equitable defenses available to such indemnified Person that are in addition to or may conflict with those available to another indemnified Person with respect to such claim, in which case each such indemnified Person shall be entitled to use separate counsel. The indemnifying Person shall not consent to the entry of any judgment or enter into or agree to any settlement relating to a claim or action for which any indemnified Person would be entitled to indemnification by any indemnified Person hereunder unless such judgment or settlement imposes no ongoing obligations on any such indemnified Person and includes as an unconditional term the giving, by all relevant claimants and plaintiffs to such indemnified Person, a release, reasonably satisfactory in form and substance to such indemnified Person, from all liabilities in respect of such claim or action for which such indemnified Person would be entitled to such indemnification.

(c) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified Person or any officer or director of such indemnified Person and shall survive the transfer of securities and the termination of this Agreement, but only with respect to offers and sales of Registrable Units made before such termination.

(d) If the indemnification provided for in or pursuant to this Section 2.06 is due in accordance with the terms hereof, but is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying Person, in lieu of indemnifying such indemnified Person, shall contribute to the amount paid or payable by such indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying Person, on the one hand, and of the indemnified Person, on the other hand, in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying Person, on the one hand, and of the indemnified Person, 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 indemnifying Person or by the indemnified Person, and by such Person's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Section 2.07 Lockup. The Holders shall, in connection with any underwritten offering of the Partnership's securities, upon the request of the underwriters managing the underwritten offering of the Partnership's securities, agree in writing not to effect any sale, disposition or distribution of any

Registrable Units (other than that included in the registration) without the prior written consent of the underwriters for such period of time as such underwriters may specify, but in no event to exceed ten (10) days prior to the date of the Prospectus and forty-five (45) days from the date of the Prospectus.

Section 2.08 Limitation on Subsequent Registration Rights. From and after the date hereof, except for the Series A Preferred Registration Rights Agreement and the registration rights pursuant to the Partnership Agreement, the Partnership shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Units, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis other than expressly subordinate to the piggyback rights of the Holders of Registrable Units hereunder; *provided*; *however*, that in no event shall the Partnership enter into any agreement that would permit another holder of securities of the Partnership to participate on a *pari passu* basis (in terms of priority of cut-back based on advise of underwriters) with a Demanding Holder requesting Registration or an underwritten offering pursuant to Section 2.01.

Section 2.09 Sale Restrictions. Each of the Energy Transfer Parties agrees not to publicly or privately sell, dispose of or distribute any USAC Common Units (including any USAC Common Units issuable upon the conversion of any derivative securities) that are beneficially owned by such Holder, or issue (publicly or privately) any derivative securities whose value is based on USAC Common Units, until the expiration of the Holding Period. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement, the Partnership Agreement and the Transaction Agreements, the Energy Transfer Parties shall have no right to publicly or privately sell, dispose of or distribute any USAC Common Units (including any USAC Common Units issuable upon the conversion of any derivative securities), or issue (publicly or privately) any derivative securities whose value is based on USAC Common Units, prior to the expiration of the Holding Period. Commencing on the expiration of the Holding Period, each of the Energy Transfer Parties agrees not to effect any sale, disposition or distribution of greater than ten (10) million USAC Common Units by either Energy Transfer Party in any six-month period; *provided*, *however*, that the foregoing shall not restrict the ability of any Energy Transfer Party to sell, dispose of or distribute USAC Common Units to any Person concurrently with the sale, transfer or other disposition of the GP Owner Equity (as defined in the Restructuring Agreement) in accordance with Section 2.5(a) of the Restructuring Agreement. Nothing contained in this Section 2.09 shall prohibit any sale, disposition or distribution of USAC Common Units by the Energy Transfer Parties to any of its Affiliates so long as such Affiliate agrees to be bound by the terms of this Section 2.09.

ARTICLE III

MISCELLANEOUS

Section 3.01 Termination. Except as provided in Section 2.06, this Agreement and all obligations of the Partnership and each of the Holders hereunder shall terminate and have no further force or effect as of the date on which the aggregate beneficial ownership of the Holders is less than 1,000,000 USAC Common Units.

Section 3.02 Interpretations. In this Agreement, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) reference to any gender includes each other gender; (d) references to any Schedule, Section, Article and subsection refer to the corresponding Schedules, Sections, Articles and subsections of this Agreement unless expressly provided otherwise; (e) references in any Section or Article or definition to any clause means such clause of such Section, Article or definition; (f) "hereunder," "hereof," "hereto" and words of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement; (g) the word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation"; (h) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP; (i) references to "days" are to calendar days; and (j) all references to money refer to the lawful currency of the United States. The Article and Section titles and headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

Section 3.03 Amendment and Modifications. This Agreement may be amended, modified or supplemented only by written agreement of the Partnership and Holders holding a majority of the then outstanding Registrable Units; *provided*, *however*, that notwithstanding the foregoing, any amendment, modification or supplement hereto that adversely affects one Holder, solely in its capacity as a holder of the USAC Common Units, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected.

Section 3.04 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 3.05 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by email transmission, or mailed by a nationally recognized overnight courier, postage prepaid, to the Parties at the following

addresses (or at such other address for a Party as shall be specified by like notice; *provided*, that notices of a change of address shall be effective only upon receipt thereof):

If to ETE to:

Energy Transfer Equity, L.P.
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
Attention: General Counsel
E-Mail: tom.mason@energytransfer.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: William N. Finnegan IV
Debbie P. Yee
E-Mail: bill.finnegan@lw.com
debbie.yee@lw.com

If to ETP to:

Energy Transfer Partners, L.P.
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
Attention: General Counsel
E-Mail: jim.wright@energytransfer.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: William N. Finnegan IV
Debbie P. Yee
E-Mail: bill.finnegan@lw.com
debbie.yee@lw.com

If to USAC Holdings:

USA Compression Holdings, LLC
100 Congress Avenue, Suite 450
Austin, Texas 78701

Attention: Christopher Porter
E-Mail: cporter@usacompression.com

and

c/o Riverstone Holdings, LLC
712 Fifth Avenue, 36th Floor
New York, New York 10019
Attention: Robert T. Gray
E-Mail: rgray@riverstonellc.com

with a copy to:

Locke Lorde LLP
600 Travis, Suite 2800
Houston, Texas 77002
Attention: Joseph A. Perillo
Michael J. Blankenship
Email: jperillo@lockelord.com
michael.blankenship@lockelord.com

If to the Partnership to:

USA Compression Partners, LP
100 Congress Avenue, Suite 450
Austin, Texas 78701
Attention: Christopher Porter
E-Mail: cporter@usacompression.com

with a copy to:

Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002
Attention: Ramey Layne
Milam Newby
E-Mail: rlayne@velaw.com
mnewby@velaw.com

Section 3.06 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Units under Article II may be transferred or assigned by each Holder to one or more transferees or assignees of Registrable Units or securities convertible into Registrable Units; *provided*, *however*, that (a) unless any such transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Holder, the amount of Registrable Units or securities convertible into Registrable Units, as applicable, transferred or assigned to such transferee or assignee shall represent at least $50 million of

Registrable Units (determined by multiplying the number of Registrable Units owned by the average of the closing price on the National Securities Exchange for the USAC Common Units for the ten (10) trading days preceding the date of such transfer or assignment), (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned and (c) each such transferee or assignee assumes in writing responsibility for its portion of the obligations of such transferring Holder under this Agreement.

Section 3.07 Recapitalization, Exchanges, Etc. Affecting Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Units, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

Section 3.08 Third Party Beneficiaries. This Agreement shall be binding upon and, except as provided below, inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Person other than the Parties, including any creditor of any Party or any of their Affiliates, except that Section 2.07 shall inure to the benefit of the Persons referred to therein. No Person other than the Parties shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any liability (or otherwise) against any other Parties hereto.

Section 3.09 Other Registration Rights. The Parties hereby acknowledges and agree that the registration rights provided for in this Agreement with respect to the Registrable Units are the sole and exclusive registration rights of the Energy Transfer Parties and their Affiliates (as defined in the Partnership Agreement) with respect to the Registrable Units beneficially owned by the Energy Transfer Parties and their Affiliates. For the avoidance of doubt, the Energy Transfer Parties hereby acknowledge and agree that the registration rights under Section 7.13 of the Partnership Agreement, will no longer be available to the Energy Transfer Parties and its Affiliates with respect to their Registrable Units and the Energy Transfer Parties for itself and for and on behalf of its Affiliates renounces any claim to the registration rights under Section 7.13 of the Partnership Agreement with respect to their Registrable Units.

Section 3.10 Entire Agreement. This Agreement and the Transaction Agreements constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, among the Parties or between any of them with respect to such subject matter.

Section 3.11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction by any applicable Governmental

Authority, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction, such provision shall be invalid, illegal or unenforceable only to the extent strictly required by such Governmental Authority, to the extent any such provision is deemed to be invalid, illegal or unenforceable, each Party agrees that it shall use its reasonable best efforts to cause such Governmental Authority to modify such provision so that such provision shall be valid, legal and enforceable as originally intended to the greatest extent possible and to the extent that the Governmental Authority does not modify such provision, each Party agrees that it shall endeavor in good faith to exercise or modify such provision so that such provision shall be valid, legal and enforceable as originally intended to the greatest extent possible.

Section 3.12 Facsimiles; Electronic Transmission; Counterparts. This Agreement may be executed by facsimile or other electronic transmission (including scanned documents delivered by email) by any Party and such execution shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

Section 3.13 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement

Section 3.14 Governing Law. This Agreement and all questions relating to the interpretation or enforcement of this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive laws of any jurisdiction other than the State of Delaware.

Section 3.15 Consent to Jurisdiction. Each Party hereby agrees that service of summons, complaint or other process in connection with any Proceedings contemplated hereby may be made in accordance with Section 3.05 addressed to such Party at the address specified pursuant to Section 3.05. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or in the event, but only in the event, that such court does not have jurisdiction over such action or proceeding, to the exclusive jurisdiction of the Superior Court of the State of Delaware (Complex Commercial Division) or, if the subject matter jurisdiction over the matter that is the subject of any such Proceedings is vested exclusively in the federal courts of the United States of America, the United States District Court for the District of Delaware, and any appellate courts of any thereof (collectively, the "***Courts***"), for the purposes of any Proceeding arising out of or relating to this Agreement or any transaction contemplated hereby (and agrees not to commence any Proceeding relating hereto except in such Courts as provided herein). Each of the Parties further agrees that service of any process, summons, notice or document hand delivered or sent in accordance with Section 3.05 to such Party's address set forth in Section 3.05 will be effective service of process for any Proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth in the

immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of or relating to this Agreement or

the transactions contemplated hereby or thereby in the Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment in any Proceeding properly brought in accordance with the terms of this Agreement shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided at law or in equity.

Section 3.16 WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT.

Section 3.17 Specific Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed, or were threatened to be not performed, in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedy that may be available to it, including monetary damages, each of the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the jurisdiction provided in Section 3.14, and all such rights and remedies at law or in equity may be cumulative. The Parties further agree that no Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 3.16 and each Party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

ENERGY TRANSFER PARTNERS, L.P.

By: Energy Transfer Partners GP, L.P.,
its general partner

By: Energy Transfer Partners, L.L.C.,
its general partner

By: /s/ Thomas E. Long
Name: Thomas E. Long
Title: Chief Financial Officer

ENERGY TRANSFER EQUITY, L.P.

By: LE GP, LLC,
its general partner

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Executive Vice President and General Counsel

USA COMPRESSION HOLDINGS, LLC

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President & Chief Executive Officer

USA COMPRESSION PARTNERS, LP

By: USA Compression GP, LLC,
its general partner

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President & Chief Executive Officer

SIGNATURE PAGE TO
REGISTRATION RIGHTS AGREEMENT

Schedule I
Holders' Interests

Name	Number of USAC Common Units
Energy Transfer Equity, L.P.	20,466,912
Energy Transfer Partners, L.P.	19,191,351
USA Compression Holdings, LLC	12,625,284

USA COMPRESSION PARTNERS, LP

and

THE PURCHASERS NAMED ON SCHEDULE A HERETO

REGISTRATION RIGHTS AGREEMENT

Dated April 2, 2018

TABLE OF CONTENTS

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT**, dated as of April 2, 2018 (this "**Agreement**"), is entered into by and among **USA COMPRESSION PARTNERS, LP**, a Delaware limited partnership (the "**Partnership**"), and each of the Persons set forth on Schedule A hereto (the "**Purchasers**").

WHEREAS, this Agreement is made in connection with the closing of the issuance and sale of the Series A Preferred Units and Warrants (the "**Warrants**") (the date of such closing, the "**Closing Date**") pursuant to the Series A Preferred Unit and Warrant Purchase Agreement, dated as of January 15, 2018, by and among the Partnership and the Purchasers (the "**Purchase Agreement**"); and

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Purchasers pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 **Definitions**. As used in this Agreement, the following terms have the meanings indicated:

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" (including, with correlative meanings, "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, for purposes of this Agreement, (a) the General Partner or the Partnership, on the one hand, and any Purchaser, on the other, shall not be considered Affiliates and (b) with respect to any Holder that is an investment fund, investment account or investment company, any other investment fund, investment account or investment company that is managed, advised or sub-advised by the same investment advisor as such Holder or by an Affiliate of such investment advisor, shall be considered controlled by, and an Affiliate of, such Holder.

"**Agreement**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Average VWAP**" per Common Unit over a certain period shall mean the arithmetic average of the VWAP per Common Unit for each Trading Day in such period.

"**Business Day**" means any day other than a Saturday, Sunday, any federal legal holiday or day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Closing Date**" has the meaning set forth in the Recitals of this Agreement.

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Unit Price**" means $17.03 per unit.

"**Common Units**" means the common units representing limited partner interests in the Partnership and having the rights and obligations specified in the Partnership Agreement.

"**Common Unit Registrable Securities**" means the Conversion Unit Registrable Securities and the Warrant Unit Registrable Securities.

"**Conversion Unit Registrable Securities**" means the Common Units issuable upon conversion or redemption of the Series A Preferred Units, all of which are subject to the rights provided herein until such time as such securities cease to be Registrable Securities pursuant to Section 1.02.

"**Conversion Unit Registration Statement**" has the meaning specified in Section 2.01(a)(ii).

"**Effective Date**" means the date of effectiveness of any Registration Statement.

"**Effectiveness Period**" has the meaning specified in Section 2.01(a)(iv).

"**ETE**" means Energy Transfer Equity, L.P., a Delaware limited partnership.

"**ETP**" means Energy Transfer Partners, L.P., a Delaware limited partnership.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"**General Partner**" means USA Compression GP, LLC, a Delaware limited liability company and the general partner of the Partnership.

"**Holder**" means the record holder of any Registrable Securities.

"**Holder Underwriter Registration Statement**" has the meaning specified in Section 2.04(q).

"**Included Registrable Securities**" has the meaning specified in Section 2.02(a).

"**Initiating Holder**" has the meaning specified in Section 2.03(b).

"**Liquidated Damages**" has the meaning specified in Section 2.01(b).

"**Liquidated Damages Date**" means, with respect to (i) any Warrant Unit Registration Statement, the date on which the Warrants become exercisable for Common Units pursuant to the terms thereof, (ii) any Conversion Unit Registration Statement, the date on which the Series A Preferred Units become convertible into Common Units pursuant to the terms of the Partnership

Agreement (or, with respect to Common Units issuable upon redemption, the date of such redemption) and (iii) any Preferred Unit Registration Statement, the applicable Target Effective Date.

"**Liquidated Damages Multiplier**" means the product of (i) (a) with respect to any Registration Statement for the Common Unit Registrable Securities, the Common Unit Price or (b) with respect to the Registration Statement for the Series A Preferred Unit Registrable Securities, the Preferred Unit Price and (ii) (a) in the case of clause (i)(a), the number of Common Unit Registrable Securities then held by the applicable Holder and to be included on the Conversion Unit Registration Statement or Warrant Unit Registration Statement, as applicable, and (b) in the case of clause (i)(b), the number of Series A Preferred Unit Registrable Securities then held by the applicable Holder and to be included on the applicable Registration Statement.

"**Losses**" has the meaning specified in Section 2.08(a).

"**Managing Underwriter**" means, with respect to any Underwritten Offering, the book running lead manager of such Underwritten Offering.

"**National Securities Exchange**" means an exchange registered with the Commission under Section 6(a) of the Exchange Act (or any successor to such Section) and any other securities exchange (whether or not registered with the Commission under Section 6(a) (or successor to such Section) of the Exchange Act) that the General Partner shall designate as a National Securities Exchange for purposes of this Agreement.

"**Other Holder**" has the meaning specified in Section 2.02(a).

"**Other Registration Rights Agreement**" means that certain Registration Rights Agreement dated as of April 2, 2018 by and among the Partnership, Energy Transfer Equity, L.P., Energy Transfer Partners, L.P., and USA Compression Holdings, LLC.

"**Partnership**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Partnership Agreement**" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the date hereof, as amended.

"**Person**" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization, government or any agency, instrumentality or political subdivision thereof or any other form of entity.

"**Piggyback Notice**" has the meaning specified in Section 2.02(a).

"**Piggyback Opt-Out Notice**" has the meaning specified in Section 2.02(a).

"**Piggyback Registration**" has the meaning specified in Section 2.02(a).

"**PIK Units**" means any additional Series A Preferred Units issued by the Partnership to the holders of Series A Preferred Units pursuant to Section 5.12(b)(i)(A) of the Partnership Agreement.

"**Preferred Unit Price**" means $1,000 per unit.

"**Preferred Unit Registration Statement**" has the meaning specified in Section 2.01(a)(iii).

"**Purchase Agreement**" has the meaning set forth in the Recitals of this Agreement.

"**Purchasers**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Registrable Securities**" means, subject to Section 3.04, the Common Unit Registrable Securities and the Series A Preferred Unit Registrable Securities.

"**Registrable Securities Required Voting Percentage**" means 66 2/3% of the outstanding Series A Preferred Unit Registrable Securities voting together as a single class on an as-converted basis.

"**Registration**" means any registration pursuant to this Agreement, including pursuant to a Registration Statement or a Piggyback Registration.

"**Registration Expenses**" has the meaning specified in Section 2.07(a).

"**Registration Statement**" has the meaning specified in Section 2.01(a)(iii).

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"**Selling Expenses**" has the meaning specified in Section 2.07(a).

"**Selling Holder**" means a Holder who is selling Registrable Securities pursuant to a Registration Statement.

"**Selling Holder Indemnified Persons**" has the meaning specified in Section 2.08(a).

"**Series A Preferred Unit Registrable Securities**" means the Series A Preferred Units, all of which are subject to the rights of Series A Preferred Unit Registrable Securities provided herein until such time as such securities either (i) convert into Common Units or are redeemed pursuant to the terms of the Partnership Agreement or (ii) cease to be Registrable Securities pursuant to Section 1.02.

"**Series A Preferred Units**" means the Series A Preferred Units representing limited partner interests in the Partnership and having the rights and obligations specified in the Partnership Agreement to be issued and sold to the Purchasers pursuant to the Purchase Agreement, including any PIK Units issued in respect thereof.

"**Target Effective Date**" means (a) with respect to the Conversion Unit Registration Statement for the Conversion Unit Registrable Securities and the Warrant Unit Registration Statement for the Warrant Unit Registrable Securities, the first anniversary of the date hereof, and

(b) with respect to the Preferred Unit Registration Statement for the Series A Preferred Unit Registrable Securities, the Target Effective Date specified in Section 2.01(a)(iii).

"**Trading Day**" means a day on which the principal National Securities Exchange on which the Common Units are listed or admitted to trading is open for the transaction of business or, if such Common Units are not listed or admitted to trading on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

"**Underwriter**" means, with respect to any Underwritten Offering, each underwriter of such Underwritten Offering.

"**Underwritten Offering**" means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an Underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

"**USAC Holdings**" means USA Compression Holdings, LLC, a Delaware limited liability company.

"**VWAP**" per Common Unit on any Trading Day shall mean the per Common Unit volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "USAC <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the closing price of one Common Unit on such Trading Day as reported on the New York Stock Exchange's website or the website of the National Securities Exchange upon which the Common Units are listed). If the VWAP cannot be calculated for the Common Units on a particular date on any of the foregoing bases, the VWAP of the Common Units on such date shall be the fair market value as determined in good faith by the board of directors of the General Partner in a commercially reasonable manner.

"**Warrants**" has the meaning set forth in the Recitals of this Agreement.

"**Warrant Unit Registrable Securities**" means the Common Units issuable upon exercise of the Warrants, all of which are subject to the rights provided herein until such time as such securities cease to be Registrable Securities pursuant to Section 1.02.

"**Warrant Unit Registration Statement**" has the meaning set forth in Section 2.01(a)(i).

"**WKSI**" means a well-known seasoned issuer (as defined in the rules and regulations of the Commission).

Section 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security upon the earliest to occur of the following: (a) when a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement, (b) when such Registrable Security has been disposed of (excluding transfers or assignments by a Holder to an Affiliate or to another Holder or any of its Affiliates or to any

assignee or transferee to whom the rights under this Agreement have been transferred pursuant to Section 2.10) pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act, (c) when such Registrable Security is held by the Partnership or one of its direct or indirect subsidiaries and (d) when such Registrable Security has been sold or disposed of in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.10. In addition, a Holder will cease to have rights to require Registration of any Registrable Securities held by such Holder under this Agreement (i) with respect to Conversion Unit Registrable Securities and Series A Preferred Unit Registrable Securities, on the later of (A) the fourth anniversary of the date on which all Series A Preferred Units have been converted or redeemed into Common Units pursuant to Article V of the Partnership Agreement and, (B) if such Holder is an affiliate (as defined in Rule 144 promulgated under the Securities Act) of the Partnership, the date on which such Holder ceases to be an affiliate of the Partnership, and (ii) with respect to Warrant Unit Registrable Securities, on the later of (A) the fourth anniversary of the date on which all Warrants have been exercised and, (B) if such Holder is an affiliate (as defined in Rule 144 promulgated under the Securities Act) of the Partnership, the date on which such Holder ceases to be an affiliate of the Partnership. For the avoidance of doubt, the provisions of this Section 1.02 do not modify the transfer restrictions applicable to the Holders set forth in Section 5.12(b)(viii) of, and elsewhere in, the Partnership Agreement.

ARTICLE II.
REGISTRATION RIGHTS

Section 2.01 Shelf Registration.

(a) **Shelf Registration Statements**.

(i) The Partnership shall use its commercially reasonable efforts to (i) prepare and file an initial registration statement under the Securities Act to permit the resale of the Warrant Unit Registrable Securities from time to time as permitted by Rule 415 (or any similar provision adopted by the Commission then in effect) of the Securities Act (a "**Warrant Unit Registration Statement**") and (ii) cause such initial Registration Statement to become effective no later than the Target Effective Date for the Warrant Unit Registrable Securities.

(ii) The Partnership shall use its commercially reasonable efforts to (i) prepare and file an initial registration statement under the Securities Act (or an amendment to the Registration Statement filed pursuant to Section 2.01(a)(i)) to permit the resale of the Conversion Unit Registrable Securities from time to time as permitted by Rule 415 (or any similar provision adopted by the Commission then in effect) of the Securities Act (a "**Conversion Unit Registration Statement**") and (ii) cause such initial Registration Statement or such amendment to become effective no later than the Target Effective Date for the Conversion Unit Registrable Securities.

(iii) After the second anniversary of the date hereof, upon the written request of Purchasers holding a majority of the Series A Preferred Unit Registrable Securities, the Partnership shall use its commercially reasonable efforts to prepare and file, and cause to

become effective no later than 120 days following receipt of such notice (the 120th date being the Target Effective Date for the Series A Preferred Registrable Securities), an initial Registration Statement (or an amendment to the Registration Statement filed pursuant to Section 2.01(a)(ii)) to permit the resale of the Series A Preferred Unit Registrable Securities from time to time as permitted by Rule 415 (or any similar provision adopted by the Commission then in effect) of the Securities Act (a "**Preferred Unit Registration Statement**" and, each Preferred Unit Registration Statement, Warrant Unit Registration Statement or Common Unit Registration Statement, a "**Registration Statement**").

(iv) The Partnership will use its commercially reasonable efforts to cause the Registration Statements filed pursuant to Section 2.01(a) to be continuously effective under the Securities Act, with respect to any Holder, until the earliest to occur of the following: (A) the date on which there are no longer any Registrable Securities outstanding and (B) (1) with respect to Conversion Unit Registrable Securities and Series A Preferred Unit Registrable Securities, the later of (I) the fourth anniversary of the date on which all Series A Preferred Units have been converted into Common Units or redeemed pursuant to Article V of the Partnership Agreement and (II) if such Holder is an affiliate (as defined in Rule 144 promulgated under the Securities Act) of the Partnership, the date on which such Holder ceases to be an affiliate of the Partnership, and (2) with respect to Warrant Unit Registrable Securities, on the later of (I) the fourth anniversary of the date on which all Warrants have been exercised and (II) if such Holder is an affiliate (as defined in Rule 144 promulgated under the Securities Act) of the Partnership, the date on which such Holder ceases to be an affiliate of the Partnership (in each case of clause (A) or (B), the "**Effectiveness Period**"). A Registration Statement filed pursuant to Section 2.01(a) shall be on such appropriate registration form of the Commission as shall be selected by the Partnership; *provided that*, if the Partnership is then eligible, it shall file such Registration Statement on Form S-3. A Registration Statement when declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (and, in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that a Registration Statement becomes effective, but in any event within four Business Days of such date, the Partnership shall provide the Holders with written notice of the effectiveness of such Registration Statement.

(b) **Failure to Become Effective**. If a Registration Statement required by Section 2.01(a) does not become or is not declared effective by the applicable Target Effective Date, then each Holder shall be entitled to a payment in cash (with respect to each of the Holder's Registrable Securities which are (or are required to be) included in such Registration Statement), as liquidated damages and not as a penalty, of (i) for each non-overlapping 30-day period for the first 60 days following the applicable Liquidated Damages Date, an amount equal to 0.25% of the applicable Liquidated Damages Multiplier, and (ii) for each non-overlapping 30-day period beginning on the 61st day following the applicable Liquidated Damages Date, an amount equal to the amount set forth in clause (i) plus an additional 0.25% of the applicable Liquidated Damages Multiplier for each subsequent 60 days (*i.e.*, 0.5% for 61-120 days, 0.75% for 121-180 days, and

1.0% thereafter), up to a maximum amount equal to 1.0% of the applicable Liquidated Damages Multiplier per non-overlapping 30-day period (the "**Liquidated Damages**"), until such time as such Registration Statement is declared or becomes effective or there are no longer any Registrable Securities outstanding. The Liquidated Damages shall be payable within 15 Business Days after the end of each such 30-day period in immediately available funds to the account or accounts specified by the applicable Holders. Any amount of Liquidated Damages shall be prorated for any period of less than 30 days accruing during any period for which a Holder is entitled to Liquidated Damages hereunder.

(c) **Waiver of Liquidated Damages**. If the Partnership is unable to cause (i) the Warrant Unit Registration Statement to become effective on or before the applicable Target Effective Date, then the Partnership may request a waiver of the Liquidated Damages with respect thereto, which may be granted by the consent of the Holders of at least 66 2/3% of the Warrant Unit Registrable Securities, in their sole discretion, and which such waiver shall apply to all the Holders of Warrant Unit Registrable Securities included on such Registration Statement, (ii) the Conversion Unit Registration Statement to become effective on or before the applicable Target Effective Date, then the Partnership may request a waiver of the Liquidated Damages with respect thereto, which may be granted by the consent of Holders of at least 66 2/3% of the Conversion Unit Registrable Securities, in their sole discretion, and which such waiver shall apply to all the Holders of Conversion Unit Registrable Securities included on such Registration Statement or (iii) the Preferred Unit Registration Statement to become effective on or before the applicable Target Effective Date, then the Partnership may request a waiver of the Liquidated Damages with respect thereto, which may be granted by the consent of Holders of at least the Registrable Securities Required Voting Percentage, in their sole discretion, and which such waiver shall apply to all the Holders of Preferred Unit Registrable Securities included on such Registration Statement.

(d) **Delay Rights**. Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are included in a Registration Statement, suspend such Selling Holder's use of any prospectus which is a part of such Registration Statement (in which event the Selling Holder shall suspend sales of the Registrable Securities pursuant to such Registration Statement) if (i) the Partnership is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the board of directors of the General Partner determines in good faith that the Partnership's ability to pursue or consummate such a transaction would be materially and adversely affected by any required

disclosure of such transaction in such Registration Statement or (ii) the Partnership has experienced some other material non-public event, the disclosure of which at such time, in the good faith judgment of the board of directors of the General Partner, would materially and adversely affect the Partnership; *provided*, *however*, that in no event shall the Selling Holders be suspended from selling Registrable Securities pursuant to such Registration Statement for a period that exceeds an aggregate of 60 days in any 180-day period or 90 days in any 365-day period. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in such Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other actions necessary or appropriate to permit registered sales of Registrable Securities as contemplated in this Agreement.

Section 2.02 Piggyback Registration.

(a) **Participation**. If at any time the Partnership proposes to file (i) a Registration Statement on behalf of itself or any other holder of Partnership securities (other than during the period from the date hereof until two years thereafter, USAC Holdings, ETP, ETE or any of their respective Affiliates), who has registration rights related to an Underwritten Offering undertaken pursuant to Section 2.03, (each such person, an "**Other Holder**"), or (ii) a prospectus supplement relating to the sale of Common Units by the Partnership or any Other Holders to an effective "automatic" registration statement, so long as the Partnership is a WKSI at such time or, whether or not the Partnership is a WKSI, so long as the Common Unit Registrable Securities were previously included in the underlying shelf Registration Statement or are included on an effective Registration Statement, or in any case in which Holders may participate in such offering without the filing of a post-effective amendment, in each case, for the sale of Common Units by Other Holders in an Underwritten Offering undertaken pursuant to Section 2.03, then the Partnership shall give not less than four Business Days' notice (including notification by electronic mail) (the "**Piggyback Notice**") of such proposed Underwritten Offering to each Holder (together with its Affiliates) owning Registrable Securities and such Piggyback Notice shall offer such Holder the opportunity to include in such Underwritten Offering such number of Common Unit Registrable Securities (the "**Included Registrable Securities**") as such Holder may request in writing (including by electronic mail) (a "**Piggyback Registration**"); *provided*, *however*, that the Partnership shall not be required to offer such opportunity (A) if the Holders, together with their Affiliates, do not propose to offer a minimum of $25 million of Common Unit Registrable Securities, in the aggregate (determined by multiplying the number of Common Unit Registrable Securities owned by the Average VWAP for the 10 Trading Days preceding the date of such notice), or such lesser amount if it constitutes the remaining holdings of the Holder and its Affiliates, or, (B) if the Partnership has been advised in writing by the Managing Underwriter that the inclusion of Common Unit Registrable Securities for sale for the benefit of such Holders will have an adverse effect in any material respect on the price, timing or distribution of the Common Units in such Underwritten Offering, in which case the amount of Common Unit Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.02(b). Each Piggyback Notice shall be provided to Holders on a Business Day pursuant to Section 3.01 and receipt of such notice shall be confirmed and kept confidential by the Holders unless and until such proposed Underwritten Offering has been publicly announced by the Partnership. If such proposed Underwritten Offering has been abandoned, the Partnership shall provide notice to the Holders reasonably promptly after the final decision to abandon a proposed Underwritten Offering has been made and such notice and its contents shall be kept confidential by the Holders. Each such Holder will have two Business Days after such Piggyback Notice has been delivered to request in writing to the Partnership the inclusion of Common Unit Registrable Securities in the Underwritten Offering. If no request for inclusion from a Holder is received by the Partnership within the specified time, such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of the Partnership's intention to undertake an Underwritten Offering and prior to the pricing of such Underwritten Offering, such Underwritten Offering is terminated or delayed pursuant to the provisions of this Agreement, the Partnership shall give written notice of such determination to the Selling Holders and, (1) in the case of a termination of such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (2) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten

Offering. Any Selling Holder shall have the right to withdraw such Selling Holder's request for inclusion of such Selling Holder's Common Unit Registrable Securities in such Underwritten Offering by giving written notice to the Partnership of such withdrawal at least one Business Day prior to the time of pricing of such Underwritten Offering. Any Holder may deliver written notice (a "**Piggyback Opt-Out Notice**") to the Partnership requesting that such Holder not receive notice from the Partnership of any proposed Underwritten Offering; *provided*, *however*, that such Holder may later revoke any such Piggyback Opt-Out Notice in writing. Following receipt of a Piggyback Opt-Out Notice from a Holder (unless subsequently revoked), the Partnership shall not be required to deliver any notice to such Holder pursuant to this Section 2.02(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings pursuant to this Section 2.02(a), unless such Piggyback Opt-Out Notice is revoked by such Holder. The Holders listed on Schedule B hereto shall each be deemed to have delivered a Piggyback Opt-Out Notice as of the date hereof.

(b) **Priority of Piggyback Registration**. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering for the Partnership or Other Holders, as applicable, advise the Partnership in writing that the total amount of Common Unit Registrable Securities that Holders intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect in any material respect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Partnership shall include the number of Common Units that such Managing Underwriter or Underwriters advise the Partnership can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership unless such Underwritten Offering is initiated by any Holder (as defined in the Other Registration Rights Agreement for the purposes of this specific provision) or an Initiating Holder, in which case it shall be to the Common Units requested to be included therein by such Holder or Initiating Holder, as the case may be, and (ii) second, pro rata among the Holders who are exercising piggyback registration rights pursuant to this Section 2.02, any Other Holder, any Holder (as defined in the Other Registration Rights Agreement for the purposes of this specific provision) who is exercising piggyback registration rights pursuant to the Other Registration Rights Agreement (unless such Underwritten Offering is initiated by such Holder) (based, for each such participant, on the percentage derived by dividing (x) the number of Common Units proposed to be sold by such participant in such Underwritten Offering by (y) the aggregate number of Common Units proposed to be sold by all participants in such Underwritten Offering).

Section 2.03 Underwritten Offering.

(a) **Holder Demand Rights.** If the Holders owning a majority of the Common Unit Registrable Securities elect to dispose of Common Unit Registrable Securities under a Registration Statement pursuant to an Underwritten Offering and reasonably expect gross proceeds of at least $50 million from such Underwritten Offering (together with any Common Unit Registrable Securities to be disposed of by a Selling Holder who has elected to participate in such Underwritten Offering pursuant to Section 2.02), the Partnership shall, at the written request of such Selling Holder(s), enter into an underwriting

agreement in a form as is customary in Underwritten Offerings of securities by the Partnership with the Managing Underwriter or Underwriters selected by the Partnership and approved by the Holders of a majority of the Registrable Securities proposed to be sold in such Underwritten Offering, such approval not to be unreasonably withheld, conditioned or delayed, which shall include, among other provisions,

indemnities to the effect and to the extent provided in Section 2.08, and shall take all such other reasonable actions as are requested by the Managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Common Unit Registrable Securities; *provided*, *however*, that the Partnership shall have no obligation to facilitate or participate in, (i) more than three Underwritten Offerings or (ii) more than one Underwritten Offering pursuant to this Section 2.03(a) in any 180-day period; *provided*, *further*, that (x) if the Partnership, USAC Holdings, ETE, ETP or any of their respective Affiliates is conducting or actively pursuing a securities offering of Common Units with anticipated gross offering proceeds of at least $50 million (other than in connection with any at-the-market offering or similar continuous offering program), then the Partnership may suspend such Selling Holder's right to require the Partnership to conduct an Underwritten Offering on such Selling Holder's behalf pursuant to this Section 2.03; *provided*, *however*, that the Partnership may only suspend such Selling Holder's right to require the Partnership to conduct an Underwritten Offering pursuant to this Section 2.03 once in any six-month period and in no event for a period that exceeds an aggregate of 60 days in any 180-day period or 90 days in any 365-day period; and (y) if any Holders are conducting or actively pursuing an Underwritten Offering pursuant to this Section 2.03 on any date after three years from the date hereof, then the Partnership shall suspend any right of USAC Holdings, ETE, ETP or any of their respective Affiliates to require the Partnership to conduct an Underwritten Offering on their behalf pursuant to Section 2.01 of the Other Registration Rights Agreement; *provided*, *however*, that the Partnership may only suspend such right of USAC Holdings, ETE, ETP or any of their respective Affiliates to require the Partnership to conduct an Underwritten Offering pursuant to Section 2.01 of the Other Registration Rights Agreement once in any six-month period and in no event for a period that exceeds an aggregate of 60 days in any 180-day period or 90 days in any 365-day period.

(b) **General Procedures**. In connection with any Underwritten Offering contemplated by Section 2.02 or Section 2.03(a), the underwriting agreement into which each Selling Holder and the Partnership shall enter shall contain such representations, covenants, indemnities (subject to Section 2.08) and other rights and obligations as are customary in Underwritten Offerings of securities by the Partnership. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the Underwriters other than representations, warranties or agreements regarding such Selling Holder's authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by law. If any Selling Holder disapproves of the terms of an Underwritten Offering contemplated by this Section 2.03, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; *provided*, *however*, that such withdrawal must be made at least one Business Day prior to the time of pricing of such Underwritten Offering to be effective; *provided*, *further*, that in the event the Managing Underwriter or Underwriters of any proposed Underwritten Offering advise the Partnership that the total amount of Common Unit Registrable Securities that Holders intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect in any material respect on the price, timing or distribution of the Common Unit Registrable Securities offered or the market for the Common Units, and the amount of Common Unit Registrable Securities requested to be included in such Underwritten Offering by the Holder that initiated such Underwritten Offering pursuant to Section 2.03(a) (the "**Initiating Holder**") is reduced by 50% or more, the Initiating Holder will have the right to withdraw from such Underwritten Offering by delivering notice to

the Partnership at least one Business Day prior to the time of pricing of such Underwritten Offering, in which case the Partnership will have no obligation to proceed with such Underwritten Offering and such Underwritten Offering, whether or not completed, will not decrease the number of Underwritten Offerings the Initiating Holder shall have the right and option to request under this Section 2.03. No such withdrawal or abandonment shall affect the Partnership's obligation to pay Registration Expenses.

Section 2.04 **Further Obligations**. In connection with its obligations under this Article II, the Partnership will:

(a) promptly prepare and file with the Commission such amendments and supplements to a Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering under a Registration Statement and the Managing Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of such Underwritten Offering, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing a Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and, to the extent timely received, make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing such Registration Statement or such other registration statement and the prospectus included therein or any supplement or amendment thereto, and (ii) such number of copies of such Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the resale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(d) if applicable, use its commercially reasonable efforts to promptly register or qualify the Registrable Securities covered by any Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; *provided*, *however*, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the filing of a Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to a Registration Statement or any other registration statement or any post-effective amendment thereto, when the same has become effective; and (ii) the receipt of any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to any such Registration Statement or any other registration statement or any prospectus or prospectus supplement thereto;

(f) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in a Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or express threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other action as is reasonably necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish, or use its reasonable efforts to cause to be furnished, upon request, (i) an opinion of counsel for the Partnership addressed to the Underwriters, dated the date of the closing under the applicable underwriting agreement and (ii) a "comfort letter" addressed to the Underwriters, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the applicable underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership's financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "comfort letter" shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement) as have been customarily covered in opinions of

issuer's counsel and in accountants' letters delivered to the Underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such Underwriters may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(j) make available to the appropriate representatives of the Managing Underwriter during normal business hours access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; *provided, however*, that the Partnership need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Partnership;

(k) use its commercially reasonable efforts to cause all Common Unit Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent, which may be the General Partner or one of its Affiliates as provided in the Partnership Agreement, and registrar for all Registrable Securities covered by any Registration Statement not later than the Effective Date of such Registration Statement;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the Underwriters, if any, in order to expedite or facilitate the disposition of Common Unit Registrable Securities (including making appropriate officers of the General Partner available to participate in customary marketing activities); *provided*, *however*, that the officers of the General Partner shall not be required to dedicate an unreasonably burdensome amount of time in connection with any roadshow and related marketing activities for any Underwritten Offering;

(o) if reasonably requested by a Selling Holder, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(p) if reasonably required by the Partnership's transfer agent, the Partnership shall promptly deliver any authorizations, certificates and directions required by the transfer agent

which authorize and direct the transfer agent to transfer Registrable Securities without legend upon sale by the Holder of such Registrable Securities under a Registration Statement; and

(q) if any Holder could reasonably be deemed to be an "underwriter," as defined in Section 2(a)(11) of the Securities Act, in connection with a Registration Statement and any amendment or supplement thereof (a "**Holder Underwriter Registration Statement**"), then the Partnership will reasonably cooperate with such Holder in allowing such Holder to conduct customary "underwriter's due diligence" with respect to the Partnership and satisfy its obligations in respect thereof. In addition, at any Holder's request, the Partnership will furnish to such Holder, on the date of the effectiveness of the Holder Underwriter Registration Statement and thereafter from time to time on such dates as such Holder may reasonably request (provided that such request shall not be more frequently than on an annual basis unless such Holder is offering Registrable Securities pursuant to a Holder Underwriter Registration Statement), (i) a "comfort letter", dated such date, from the Partnership's independent certified public accountants in form and substance as has been customarily given by independent certified public accountants to underwriters in Underwritten Offerings of securities by the Partnership, addressed to such Holder, (ii) an opinion, dated as of such date, of counsel representing the Partnership for purposes of the Holder Underwriter Registration Statement, in form, scope and substance as has been customarily given in Underwritten Offerings of securities by the Partnership, accompanied by standard "10b-5" negative assurance for such offerings, addressed to such Holder and (iii) a standard officer's certificate from the chief executive officer or chief financial officer, or other officers serving such functions, of the General Partner addressed to the Holder, as has been customarily given by such officers in Underwritten Offerings of securities by the Partnership. The Partnership will also use its reasonable efforts to provide legal counsel to such Holder with an opportunity to review and comment upon any such Holder Underwriter Registration Statement, and any amendments and supplements thereto, prior to its filing with the Commission.

Notwithstanding anything to the contrary in this Section 2.04, the Partnership will not name a Holder as an underwriter (as defined in Section 2(a)(11) of the Securities Act) in any Registration Statement or Holder Underwriter Registration Statement, as applicable, without such Holder's consent. If the staff of the Commission requires the Partnership to name any Holder as an underwriter (as defined in Section 2(a)(11) of the Securities Act), and such Holder does not consent thereto, then such Holder's Registrable Securities shall not be included on the applicable Registration Statement, and the Partnership shall have no further obligations hereunder with respect to Registrable Securities held by such Holder, unless such Holder has not had an opportunity to conduct customary underwriter's due diligence as set forth in subsection (q) of this Section 2.04 with respect to the Partnership at the time such Holder's consent is sought.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.04, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.04 or until it is advised in writing by the Partnership that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Partnership, such Selling Holder will, or will request the Managing Underwriter or Managing Underwriters, if any, to deliver to the Partnership (at the Partnership's expense) all copies in their

possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.05 Cooperation by Holders. The Partnership shall have no obligation to include Registrable Securities of a Holder in a Registration Statement or in an Underwritten Offering pursuant to Section 2.03(a) if such Holder has failed to timely furnish such information that the Partnership determines, after consultation with its counsel, is reasonably required in order for any registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

Section 2.06 Restrictions on Public Sale by Holders of Registrable Securities. Each Holder of Common Unit Registrable Securities who is participating in an Underwritten Offering and is included in a Registration Statement agrees, upon the request of the Managing Underwriter, to enter into a customary letter agreement with the Underwriters providing that such Holder will not effect any public sale or distribution of Common Unit Registrable Securities during the 60 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to the pricing of such Underwritten Offering; *provided*, *however*, that, notwithstanding the foregoing, (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction imposed by the Underwriters on the Partnership or the officers, directors or any other Affiliate of the Partnership on whom a restriction is imposed and (ii) the restrictions set forth in this Section 2.06 shall not apply to any Common Unit Registrable Securities that are included in such Underwritten Offering by such Holder.

Section 2.07 Expenses.

(a) **Certain Definitions**. "**Registration Expenses**" shall not include Selling Expenses but otherwise means all expenses incident to the Partnership's performance under or compliance with this Agreement to effect the Registration of Registrable Securities on a Registration Statement pursuant to Section 2.01, a Piggyback Registration pursuant to Section 2.02, or an Underwritten Offering pursuant to Section 2.03, and the disposition of such Registrable Securities, including all registration, filing, securities exchange listing and National Securities Exchange fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the Financial Industry Regulatory Authority, fees of transfer agents and registrars, all word processing, duplicating and printing expenses, and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance. "**Selling Expenses**" means all underwriting fees, discounts and selling commissions and transfer taxes allocable to the sale of the Registrable Securities, plus any costs or expenses related to any roadshows conducted in connection with the marketing of any Underwritten Offering.

(b) **Expenses**. The Partnership will pay all reasonable Registration Expenses, as determined in good faith, in connection with a shelf Registration, a Piggyback Registration or an Underwritten Offering, whether or not any sale is made pursuant to such shelf Registration, Piggyback Registration or Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.08, the Partnership shall not be responsible for

professional fees (including legal fees) incurred by Holders in connection with the exercise of such Holders' rights hereunder.

Section 2.08 Indemnification.

(a) **By the Partnership**. In the event of a Registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, managers, partners, employees and agents and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, managers, partners, employees or agents (collectively, the "**Selling Holder Indemnified Persons**"), against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "**Losses**"), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances under which such statement is made) contained in (which, for the avoidance of doubt, includes documents incorporated by reference in) the applicable Registration Statement or other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement or final prospectus contained therein, or any amendment or supplement thereof, or any free writing prospectus relating thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating, defending or resolving any such Loss or actions or proceedings; *provided*, *however*, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the applicable Registration Statement or other registration statement, or prospectus supplement, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) **By Each Selling Holder**. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, the General Partner and the General Partner's directors, officers, employees and agents and each Person, who, directly or indirectly, controls the Partnership within the meaning of the Securities Act or of the Exchange Act to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in a Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement or final prospectus contained therein, or any amendment or supplement thereto or any free writing prospectus relating thereto; *provided*, *however*, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) **Notice**. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission to so notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.08(c), except to the extent that the indemnifying party is materially prejudiced by such failure. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.08 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; *provided*, *however*, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably satisfactory to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against any indemnified party with respect to which such indemnified party may be entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, includes a complete and unconditional release from liability of, and does not contain any admission of wrongdoing by, the indemnified party.

(d) **Contribution**. If the indemnification provided for in this Section 2.08 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party, 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, as well as any other relevant equitable considerations; *provided*, *however*, that in no event shall any Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other, 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 has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro

rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating, defending or resolving any Loss that is the subject of this paragraph. No

Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) **Other Indemnification**. The provisions of this Section 2.08 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.09 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the resale of the Registrable Securities without registration, the Partnership agrees to use its commercially reasonable efforts to:

(a) make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act (or any similar provision then in effect), at all times from and after the date hereof;

(b) file with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) so long as a Holder owns any Registrable Securities, furnish (i) to the extent accurate, forthwith upon request, a written statement of the Partnership that it has complied with the reporting requirements of Rule 144 under the Securities Act (or any similar provision then in effect) and (ii) unless otherwise available via the Commission's EDGAR filing system, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.10 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities under this Article II may be transferred or assigned by each Holder to one or more transferees or assignees of Registrable Securities; *provided*, *however*, that (a) unless any such transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Holder, the amount of Registrable Securities transferred or assigned to such transferee or assignee shall represent an aggregate of at least $25 million of Registrable Securities (on an as-converted basis where applicable (determined by multiplying the number of Registrable Securities (on an as-converted basis) owned by the Average VWAP for the 10 Trading Days preceding the date of such transfer or assignment)), or such lesser amount if it constitutes the remaining holdings of the Holder and its Affiliates, (b) the Partnership is given written notice within a reasonable time after any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned and (c) each such transferee or

assignee shall have delivered to the Partnership a joinder agreement in substantially the form attached hereto as Exhibit A agreeing to become subject to and bound by the terms of this Agreement.

Section 2.11 Limitation on Subsequent Registration Rights. From and after the date hereof, except for the Other Registration Rights Agreement and the registration rights pursuant to the Partnership Agreement as in effect on the date hereof, the Partnership shall not, without the prior written consent of the Holders of at least the Registrable Securities Required Voting Percentage, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership for Other Holders on a basis other than *pari passu* with, or expressly subordinate to, the piggyback rights of the Holders of Common Unit Registrable Securities hereunder; *provided*, that in no event shall the Partnership enter into any agreement that would permit another holder of securities of the Partnership to participate on a *pari passu* basis (in terms of priority of cut-back based on advice of underwriters) with a Holder requesting registration or takedown in an Underwritten Offering pursuant to Section 2.03(a).

Section 2.12 Limitation on Obligations for Series A Preferred Unit Registrable Securities. Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall be construed to require the Partnership to (a) conduct an underwritten offering for the public sale, resale or any other disposition of Series A Preferred Unit Registrable Securities, (b) except as expressly provided in this Agreement, otherwise assist in the public resale of any Series A Preferred Unit Registrable Securities, (c) provide any Holder of Series A Preferred Unit Registrable Securities any rights to include any Series A Preferred Unit Registrable Securities in any underwritten offering relating to the sale by the Partnership or any other Person of any securities of the Partnership or (d) cause any Series A Preferred Unit Registrable Securities to be listed on any securities exchange or nationally recognized quotation system.

ARTICLE III.
MISCELLANEOUS

Section 3.01 Communications. All notices, demands and other communications provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery, personal delivery or (in the case of any notice given by the Partnership to the Purchasers) email to the following addresses:

(a) If to the Purchasers, to the addresses set forth on Schedule A.

(b) If to the Partnership:

USA Compression Partners, LP
100 Congress Avenue
Suite 450
Austin, Texas, 78701
Attention: General Counsel

with a copy to (which shall not constitute notice):

Vinson & Elkins L.L.P.
1001 Fannin Street
Suite 2500
Houston TX 77002-6760
Attention: Ramey Layne
Email: rlayne@velaw.com

or to such other address as the Partnership or the Purchasers may designate to each other in writing from time to time or, if to a transferee or assignee of the Purchasers or any transferee or assignee thereof, to such transferee or assignee at the address provided pursuant to Section 2.10. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; upon actual receipt if sent by certified or registered mail, return receipt requested, or regular mail, if mailed; upon actual receipt of the email copy, if sent via email; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 3.02 **Binding Effect**. This Agreement shall be binding upon the Partnership, each of the Purchasers and their respective successors and permitted assigns, including subsequent Holders of Registrable Securities to the extent permitted herein, and the Selling Holder Indemnified Persons. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

Section 3.03 **Assignment of Rights**. Except as provided in Section 2.10, neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned or transferred, by operation of law or otherwise, by any party hereto without the prior written consent of the other party.

Section 3.04 **Recapitalization, Exchanges, Etc. Affecting Units**. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, acquisition, consolidation, reorganization, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

Section 3.05 **Aggregation of Registrable Securities**. All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

Section 3.06 **Specific Performance**. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to seek an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The

existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

Section 3.07 **Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

Section 3.08 **Governing Law, Submission to Jurisdiction**. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), will be construed in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of laws. Any action against any party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of Delaware, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Delaware over any such action. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 3.09 **Waiver of Jury Trial**. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVE, AND AGREE TO CAUSE THEIR AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 3.10 **Entire Agreement**. This Agreement, the Purchase Agreement, the Warrants and the other agreements and documents referred to herein and therein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or in the Purchase Agreement or the Warrants with respect to the rights granted by the Partnership or any of its Affiliates or the Purchasers or any of their respective Affiliates set forth herein or therein. This Agreement, the Purchase Agreement or the

Warrants and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.11 **Amendment**. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of at least the Registrable Securities Required Voting Percentage; *provided*, *however*, that no such amendment shall adversely affect the rights of any Holder hereunder without the consent of such Holder. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Partnership or any Holder from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which such amendment, supplement, modification, waiver or consent has been made or given.

Section 3.12 **No Presumption**. This Agreement has been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

Section 3.13 **Obligations Limited to Parties to Agreement**. Each of the parties hereto covenants, agrees and acknowledges that, other than as set forth herein, no Person other than the Purchasers, the Holders, the Selling Holder Indemnified Parties, their respective permitted assignees and the Partnership shall have any obligation hereunder and that, notwithstanding that one or more of such Persons may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of such Persons or their respective permitted assignees, or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of such Persons or any of their respective assignees, or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of such Persons or their respective permitted assignees under this Agreement or any documents or instruments delivered in connection herewith or for any claim based on, in respect of or by reason of such obligation or its creation, except, in each case, for any assignee of any Purchaser or a Selling Holder hereunder.

Section 3.14 **Interpretation**. Article, Section and Schedule references in this Agreement are references to the corresponding Article, Section or Schedule to this Agreement, unless otherwise specified. All Schedules to this Agreement are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Agreement. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word “including” shall mean “including but not limited to” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Whenever the Partnership has an obligation

under this Agreement, the expense of complying with that obligation shall be an expense of the Partnership unless otherwise specified. Any reference in this Agreement to “$” shall mean U.S. dollars. Whenever any determination, consent or approval is to be made or given by a Purchaser, such action shall be in such Holder’s sole discretion, unless otherwise specified in this Agreement. If any provision in this Agreement is held to be illegal, invalid, not binding or unenforceable, (a) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect, and (b) the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. The words such as “herein,” “hereinafter,” “hereof’ and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

[*Remainder of Page Left Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

USA COMPRESSION PARTNERS, LP

By: USA Compression GP, LLC, its general partner

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

[Signature Page to Registration Rights Agreement]

PURCHASERS

EIG VETERAN EQUITY AGGREGATOR, L.P.

By: EIG Veteran Equity GP, LLC, its general partner

By: EIG Asset Management, LLC, its managing member

By: /s/ Richard K. Punches II
Name: Richard K. Punches II
Title: Managing Director

By: /s/ Matthew Hartman
Name: Matthew Hartman
Title: Senior Vice President

[Signature Page to Registration Rights Agreement]

FS ENERGY AND POWER FUND

By: FS Investment Advisor, LLC, as its Investment Advisor

By: /s/ Sean Coleman
Name: Sean Coleman
Title: Chief Credit Officer

[Signature page to Registration Rights Agreement]

SCHEDULE A

Purchaser Name; Notice and Contact Information

Purchaser	Contact Information
EIG Veteran Equity Aggregator, L.P.	EIG Veteran Equity Aggregator, L.P. c/o EIG Management Company, LLC Three Allen Center 333 Clay Street, Suite 3500 Houston, TX 77002 Attn: Matthew Hartman and Austin Pearson Email: matthew.hartman@eigpartners.com austin.pearson@eigpartners.com Kirkland & Ellis LLP 609 Main Street, Houston TX 77002 Attn: John Pitts and Sam Peca Fax: (713) 835-3601 Email: john.pitts@kirkland.com samuel.peca@kirkland.com
FS Energy and Power Fund	FS Energy and Power Fund Attn: Fund Management, 3rd Floor 201 Rose Boulevard Philadelphia, PA 19112 Email: FSEP_team@fsinvestments.com Kirkland & Ellis LLP 609 Main Street, Houston TX 77002 Attn: John Pitts and Sam Peca Fax: (713) 835-3601 Email: john.pitts@kirkland.com samuel.peca@kirkland.com

---

SCHEDULE B

PURCHASERS DEEMED TO HAVE DELIVERED THE PIGGYBACK OPT-OUT NOTICE

None.

EXHIBIT A

FORM OF JOINDER AGREEMENT

The undersigned hereby agrees, effective as of the date set forth below, to become a party to that certain Registration Rights Agreement (as amended, restated and modified from time to time, the "Agreement") dated as of [·], 2018, by and among USA Compression Partners, LP, a Delaware limited partnership (the "Partnership"), and the purchasers named on Schedule A thereto and for all purposes of the Agreement the undersigned will be included within the term "Holder" (as defined in the Agreement). The address, facsimile number and email address to which notices may be sent to the undersigned are as follows:

Address:

Facsimile No.:
Email:
Date:

[If entity]

[ENTITY NAME]

By: _____
Name:
Title:

[If individual]

_____
Individual Name:

BOARD REPRESENTATION AGREEMENT

THIS BOARD REPRESENTATION AGREEMENT, dated as of April 2, 2018 (this "Agreement"), is entered into by and among Energy Transfer Equity, L.P., a Delaware limited partnership ("ETE"), USA Compression Partners, LP, a Delaware limited partnership (the "Partnership"), USA Compression GP, LLC, a Delaware limited liability company (the "General Partner" and collectively with the Partnership, the "Partnership Entities") and EIG Veteran Equity Aggregator, L.P. (together with any assignee permitted hereunder, the "EIG Purchaser"). ETE, the Partnership Entities and the EIG Purchaser are herein referred to as the "Parties." Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the date hereof (the "Partnership Agreement").

Recitals

WHEREAS, pursuant to, and subject to the terms and conditions of, the Series A Preferred Unit and Warrant Purchase Agreement, dated as of January 15, 2018, by and among the Partnership, the EIG Purchaser and the other purchasers party thereto (the "Purchase Agreement"), the Partnership has agreed to issue and sell Series A Preferred Units representing limited partner interests in the Partnership ("Preferred Units") and warrants ("Warrants") to purchase common units representing limited partner interests in the Partnership ("Common Units") to the EIG Purchaser and the other purchasers;

WHEREAS, to induce the Parties to enter into the transactions contemplated by the Purchase Agreement, each of the Parties is required to deliver this Agreement, duly executed by each of the Parties, contemporaneously with the closing of the transactions contemplated by the Purchase Agreement (the "Closing"); and

WHEREAS, concurrently with or prior to the Closing, the General Partner executed and delivered the Partnership Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereby agree as follows:

Agreement

Section 1. Board Designation Rights.

(a) So long as the EIG Purchaser, its Affiliates and FS Energy and Power fund ("FS Energy") own (a) Preferred Units, (b) Common Units resulting from the conversion or redemption of the Preferred Units, (c) Warrants and/or (d) Common Units resulting from the exercise of the Warrants (such amounts in (a), (b), (c) and (d), collectively, the "Election Units") that comprise in the aggregate, more than 5% of the then-Outstanding Common Units of the Partnership (assuming, for purposes of this calculation, that all Preferred Units are converted into Common Units at the conversion price specified in Section 5.12(b)(vi)(A) of the Partnership Agreement and all Warrants are exercised by net unit settlement based on the volume weighted average trading price ("VWAP") of the Common Units for the entire fourth quarter of the prior

---

fiscal year), EIG Management Company, LLC, in its capacity as EIG Purchaser Representative (the "EIG Purchaser Representative"), acting on behalf of the EIG Purchaser, shall have the right to designate, subject to the consent of ETE if the limited partners of the Partnership are not entitled to vote in the election of directors of the General Partner, such consent not to be unreasonably withheld (it being understood that, without limitation, it shall be unreasonable for ETE to withhold consent for the designation of any employee of the EIG Purchaser or its Affiliates), one person to serve on the board of directors of the General Partner (the "Board" and such person and any other person designated to serve on the Board by the EIG Purchaser Representative pursuant to this Agreement, an "EIG Director") and the General Partner and ETE (or its successor(s) as member(s) of the General Partner) shall take all actions necessary or advisable to effect the foregoing. If the EIG Purchaser, its Affiliates and FS Energy's ownership interest in the Partnership represented by the Election Units is at any time less than 5% of the then-outstanding Common Units, then the director designation right set forth in this clause (a) shall terminate and such EIG Director designated pursuant to this clause (a) shall immediately resign from the Board; *provided*, *however*, that at any time after the date of any such termination, if the EIG Purchaser, its Affiliates and FS Energy's ownership interest in the Partnership represented by the Election Units increases to above 5% then the director designation right set forth in this clause (a) (including ETE's consent right) shall be reinstated in all respects. The initial EIG Director designated to serve on the Board pursuant to this clause (a) is Matthew Hartman.

(b) At the time that the limited partners of the Partnership otherwise become entitled to vote in the election of directors of the General Partner, the General Partner will amend the Partnership Agreement (the "Partnership Agreement Amendment") to provide that, in addition to the director designation right in clause (a) above, if the EIG Purchaser, its Affiliates and FS Energy own Election Units that comprise, in the aggregate, more than 15% of the then-Outstanding Common Units (assuming, for purposes of this calculation, that all Preferred Units are converted into Common Units at the conversion price specified in Section 5.12(b)(vi)(A) of the Partnership Agreement and all Warrants are exercised by net unit settlement based on the VWAP of the Common Units for the entire fourth quarter of the prior fiscal year), then the EIG Purchaser Representative, acting on behalf of the EIG Purchaser, shall have the right to designate such number of persons (including, for the avoidance of doubt, any EIG Director designated under clause (a) above) to serve on the Board that results in the EIG Purchaser having board representation in the same proportion as the number of Election Units owned by the EIG Purchaser, its Affiliates and FS Energy bears to the total number of then-Outstanding Common Units (including, for the avoidance of doubt, Common Units assuming that all Preferred Units are converted at the conversion price specified in Section 5.12(b)(vi)(A) of the Partnership Agreement and all Warrants are exercised by net unit settlement based on the VWAP of the Common Units for the entire fourth quarter of the prior fiscal year and with any fraction of a director designation right rounded to the nearest whole number, but not less than one); *provided*, such Partnership Agreement Amendment shall also provide that if the EIG Purchaser, its Affiliates and FS Energy's ownership interest in the Partnership represented by the Election Units is at any time less than 15% of the then-outstanding Common Units, then the director designation right set forth in this clause (b) shall terminate and any and all EIG Directors designated pursuant to this clause (b) shall immediately resign from the Board; *provided*, *however*, such Partnership Agreement Amendment shall also provide that at any time after the date of any such termination, if the EIG Purchaser, its Affiliates and FS Energy's ownership interest in the Partnership represented by the Election Units

---

increases to above 15% then the director designation right set forth in this clause (b) shall be reinstated in all respects.

(c) If at any time during which the EIG Purchaser Representative, acting on behalf of the EIG Purchaser, has the director designation right set forth in clause (b) above there is a vote of the Common Units (or other voting equity interests) for the election of directors (for the avoidance of doubt, without limiting the rights of EIG to designate directors pursuant to clause (a) or clause (b) above), the EIG Purchaser, its Affiliates and FS Energy shall vote their Election Units in the same proportion as all of the Common Units (or other voting equity interests) held by other Limited Partners are voted.

(d) None of the Partnership Entities shall take any action, including but not limited to by way of amendment to the Partnership Agreement or the limited liability company agreement of the General Partner, that directly or indirectly adversely affects the rights of the EIG Purchaser Representative or the EIG Purchaser to (i) designate the EIG Purchaser to the Board pursuant to Sections 1(a) and 1(b) of this Agreement (ii) vote its Election Units pursuant to Section 1(c) of this Agreement or (iii) seek indemnification pursuant to Section 3(a) of this Agreement.

Section 2. Director Qualifications. Any EIG Director shall, in the reasonable judgment of the Board, (a) have the requisite skill and experience to serve as a director of a public company, (b) not be prohibited from serving as a director pursuant to any rule or regulation of the Securities and Exchange Commission (the "Commission") or any national securities exchange on which the Partnership's Common Units are listed or admitted to trading, and (c) not be an employee or director of any Competitor. The EIG Purchaser Representative, acting on behalf of the EIG Purchaser, agrees (x) upon the Partnership's request to timely provide the Partnership with accurate and complete information relating to any EIG Director as may be required to be disclosed by the Partnership under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations promulgated thereunder and (y) to cause such EIG Director to comply with the Section 16 obligations under the Exchange Act. Any EIG Director may be removed or replaced by the EIG Purchaser Representative, acting on behalf of the EIG Purchaser, at any time and may be removed by the Board acting by majority at a meeting at which an EIG Director shall have the right to attend, for "cause" (as defined below), but not by any other Party; and any vacancy occurring by reason of the death, disability, resignation, removal or other cessation of a person serving as an EIG Director, shall be filled solely by a person designated by the EIG Purchaser Representative, acting on behalf of the EIG Purchaser, subject to any consent right ETE may have pursuant to Section 1(a). As used herein, "cause" means that (i) an EIG Director is prohibited from serving as a director under any rule or regulation of the Commission or any national securities exchange on which the Partnership's Common Units are listed; (ii) an EIG Director is convicted by a court of competent jurisdiction of a felony while serving on the Board; (iii) a court of competent jurisdiction has entered, a final, non-appealable judgment finding an EIG Director liable for actual fraud or willful misconduct against the Partnership; (iv) an EIG Director is determined by the Board acting as a majority at a meeting at which such EIG Director shall have the right to attend, to have acted intentionally or in bad faith in his or her capacity as an EIG Director in a manner that results in a material detriment to the assets, business or prospects of the Partnership; (v) an EIG Director has failed to immediately tender his or her resignation at the time the EIG Purchaser Representative is no longer entitled to designate such EIG Director pursuant to Section 1(a) or

---

1(b); or (vi) an EIG Director does not meet the qualifications set forth above in clauses (a), (b), and (c); *provided*, *however*, that in no event will the participation of an EIG Director in the EIG Purchaser's exercise of rights under the Partnership Agreement be deemed "cause." Any action by the EIG Purchaser Representative, on behalf of the EIG Purchaser, to designate, remove or replace an EIG Director shall be evidenced in writing furnished to the General Partner, shall include a statement that the action has been approved by the EIG Purchaser Representative, on behalf of the EIG Purchaser, and shall be executed by or on behalf of the EIG Purchaser Representative, on behalf of the EIG Purchaser. While serving as an EIG Director, an EIG Director shall be entitled to vote on all matters, including any matter on which independent members of the Board are entitled to vote on (unless prohibited by the rules and regulations of the Commission or any national securities exchange on which the Partnership's Common Units are listed or admitted to trading). Notwithstanding any rights to be granted or provided to an EIG Director hereunder or in the Partnership Agreement or Partnership Agreement Amendment, the General Partner may exclude the EIG Director from access to any Board or Committee materials or information or meeting or portion thereof or written consent if the Board determines, in good faith, including the EIG Director in discussions relating to such determination (but not requiring the affirmative vote of such EIG Director), that such access would reasonably be expected to result in a conflict of interest with the Partnership (other than a conflict of interest with respect to the Purchaser's ownership interest in the Partnership or rights under the Partnership Agreement); *provided*, *that* such exclusion shall be limited to the portion of the Board or Committee material or information and/or meeting or written consent that is the basis for such exclusion and shall not extend to any portion of the Board or Committee material and/or meeting that does not involve or pertain to such exclusion. An EIG Director will receive the same information provided to other similarly situated members of the Board, at the same time as such information is provided to other similarly situated members of the Board and including monthly information packages, as well as being provided with reasonable access to management and shall be entitled to receive customary reimbursement of fees and expenses incurred in connection with his or her service as a member of the Board and/or any Committee thereof consistent with the General Partner's policies applicable to similarly situated directors. An EIG Director shall not be entitled to compensation from the Partnership Entities.

Section 3. Limitation of Liability; Indemnification; Business Opportunities.

(a) At all times while an EIG Director is serving as a member of the Board, and following any such EIG Director's death, resignation, removal or other cessation as a director in such former EIG Director's capacity as a former director, the EIG Director shall be entitled to (i) the same modification and restriction of traditional fiduciary duties, (ii) the same safe harbors for resolving conflicts of interest transactions and (iii) all rights to indemnification and exculpation, in each case, as are made available to any other independent member of the Board as at the date hereof, together with any and all incremental rights added to any of (i), (ii) or (iii) above as are subsequently made available to any other independent members of the Board in their capacity as Board members.

(b) At all times while an EIG Director is serving as a member of the Board in accordance with Section 1 of this Agreement, such EIG Director, the EIG Purchaser Representative, the EIG Purchaser and their respective Affiliates may engage in, possess an interest in, or trade in the securities of, other business ventures of any nature or description,

---

independently or with others, similar or dissimilar to the business of the Partnership Entities, and the Partnership Entities, the Board and their Affiliates shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Partnership Entities, shall not be deemed wrongful or improper. None of any EIG Director, the EIG Purchaser Representative, the EIG Purchaser or their respective Affiliates shall be obligated to present any investment opportunity to the Partnership Entities even if such opportunity is of a character that the Partnership Entities or any of their respective subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and any EIG Director, the EIG Purchaser Representative, the EIG Purchaser or their respective Affiliates shall have the right to take for such person's own account (individually or as a partner or fiduciary) or to recommend to others any such

investment opportunity. Notwithstanding the foregoing, each EIG Director, the EIG Purchaser Representative, the EIG Purchaser and their Affiliates shall be subject to, and comply with, the requirement to maintain confidential information.

(c) The Partnership Entities shall use their best efforts to purchase and maintain insurance ("D&O Insurance"), on behalf of the EIG Directors, consistent with the D&O Insurance currently maintained for the General Partner's directors and officers.

(d) For the avoidance of doubt, each EIG Director shall constitute an "Indemnitee," as such term is defined under the Partnership Agreement and an "Indemnified Person," as such term is defined under the GP LLC Agreement.

Section 4. Miscellaneous.

(a) *Entire Agreement*. This Agreement, the Purchase Agreement and the other agreements and documents referred to herein and therein are intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein or in the Purchase Agreement or the Warrants with respect to the rights granted by ETE, the Partnership Entities or any of their Affiliates or the EIG Purchaser or any of its Affiliates set forth herein or therein. This Agreement and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings between the Parties with respect to such subject matter.

(b) *Notices*. All notices and demands provided for in this Agreement shall be in writing and shall be given as provided in Section 8.07 of the Purchase Agreement.

(c) *Interpretation*. Section references in this Agreement are references to the corresponding Section to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Whenever any determination, consent or approval is to be made or given by a Party, such action shall be in such Party's sole discretion,

---

unless otherwise specified in this Agreement. If any provision in this Agreement is held to be illegal, invalid, not binding or unenforceable, (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect and (ii) the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any words imparting the singular number only shall include the plural and vice versa. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

(d) *Governing Law*; *Submission to Jurisdiction*. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), will be construed in accordance with and governed by the Laws of the State of Delaware without regard to principles of conflicts of Laws. Any action against any Party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of Delaware, and the Parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Delaware over any such action. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(e) *Waiver of Jury Trial*. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES, AND AGREES TO CAUSE ITS AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS

AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(f) *No Waiver*; *Modifications in Writing*.

(i) *Delay*. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a Party at law or in equity or otherwise.

(ii) *Specific Waiver*. Except as otherwise provided herein, no amendment, waiver, consent, modification or termination of any provision of this Agreement shall be effective unless signed by each of the Parties hereto affected by such amendment, waiver, consent, modification or termination. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on a Party in any case shall entitle such Party to any other or further notice or demand in similar or other circumstances. Any investigation by or on behalf of any Party shall not be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein.

(g) *Execution in Counterparts*. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

(h) *Binding Effect*; *Assignment*. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any Party hereto without the prior written consent of each of the other Parties; *provided, that* the EIG Purchaser may assign its rights hereunder to its Affiliates and to EIG Management Company, LLC or one of its Affiliates.

(i) *Independent Counsel*. Each of the Parties acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed the same with consent and upon the advice of said independent counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto will be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of Law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that drafted it is of no application and is hereby expressly waived.

(j) *Specific Enforcement*. Each of the Parties acknowledges and agrees that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order without a requirement of posting bond. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

(k) *Liability of EIG Purchaser Representative*. The EIG Purchaser Representative, solely in its capacity as the EIG Purchaser Representative, shall have no liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with, or related in any manner to, this Agreement. The Partnership Entities shall be entitled to rely conclusively and without any inquiry on any and all instructions of, decisions of or action taken or omitted to be taken by the EIG Purchaser Representative under this Agreement without any liability to the EIG Purchaser or obligation to inquire as to such instructions, decisions of, or actions or omissions including the authority or validity thereof, all of which instructions, decisions, actions or omissions shall be legally binding on the EIG Purchaser.

(l) *Further Assurances*. Each of the Parties hereto shall, from time to time and without further consideration, execute such further instruments and take such other actions as any other Party hereto shall reasonably request in order to fulfill its obligations under this Agreement to effectuate the purposes of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

ENERGY TRANSFER EQUITY, **L.P.**

By: LE GP, LLC, its general partner

By: /s/ Thomas E. Long
Name: Thomas E. Long
Title: Group Chief Financial Officer

[Signature Page to Board Representation Agreement]

USA COMPRESSION PARTNERS, **LP**

By: USA Compression GP, LLC, its general partner

By: /s/ Matthew C. Liuzzi
Name: Matthew C. Liuzzi
Title: Vice President, Chief Financial Officer and Treasurer

USA COMPRESSION GP, **LLC**

By: /s/ Matthew C. Liuzzi
Name: Matthew C. Liuzzi
Title: Vice President, Chief Financial Officer and Treasurer

[Signature Page to Board Representation Agreement]

EIG PURCHASER

EIG VETERAN EQUITY AGGREGATOR, L.P.

By: EIG Veteran Equity GP, LLC, its general partner

By: EIG Asset Management, LLC, its managing member

By: /s/ Richard K. Punches II
Name: Richard K. Punches II
Title: Managing Director

By: /s/ Matthew Hartman
Name: Matthew Hartman
Title: Senior Vice President

[Signature Page to Board Representation Agreement]

SIXTH AMENDED AND RESTATED
CREDIT AGREEMENT

DATED AS OF APRIL 2, 2018,

AMONG

USA COMPRESSION PARTNERS, LP,
AS THE BORROWER

THE GUARANTORS PARTY HERETO FROM TIME TO TIME,

THE LENDERS PARTY HERETO FROM TIME TO TIME,

AND

JPMORGAN CHASE BANK, N.A.,
AS AGENT AND LC ISSUER

JPMORGAN CHASE BANK, N.A., BARCLAYS BANK PLC,
REGIONS CAPITAL MARKETS, A DIVISION OF REGIONS BANK,
RBC CAPITAL MARKETS and WELLS FARGO BANK, N.A.,
AS JOINT LEAD ARRANGERS AND JOINT BOOK RUNNERS

BARCLAYS BANK PLC, REGIONS BANK,
RBC CAPITAL MARKETS and WELLS FARGO BANK, N.A.,
AS SYNDICATION AGENTS

AND

MUFG UNION BANK, N.A., SUNTRUST BANK and THE BANK OF NOVA SCOTIA
AS SENIOR MANAGING AGENTS

Table of Contents

SCHEDULES

SIXTH AMENDED AND RESTATED CREDIT AGREEMENT

This SIXTH AMENDED AND RESTATED CREDIT AGREEMENT (as may be amended, restated, supplemented, or otherwise modified from time to time, this "***Agreement***"), dated as of April 2, 2018 (the "***Closing Date***"), is among USA COMPRESSION PARTNERS, LP, a Delaware limited partnership, as the Borrower (the "***Borrower***"), the Guarantors (as defined below) party hereto from time to time, the Lenders (as defined below) party hereto from time to time and JPMORGAN CHASE BANK, N.A., as an LC Issuer and as the Agent (as each term is defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors, the Agent, and certain of the Lenders are parties to that certain Fifth Amended and Restated Credit Agreement, dated as of December 13, 2013, as amended through the date hereof (the "***Original Credit Agreement***");

WHEREAS, the Obligations (as defined in the Original Credit Agreement, hereinafter, the "***Existing Obligations***") of the Borrower and the other Loan Parties under the Original Credit Agreement and the Collateral Documents (as defined in the Original Credit Agreement, such Collateral Documents hereinafter the "***Existing Collateral Documents***") are secured by certain collateral (hereinafter called the "***Existing Collateral***") and are guaranteed or supported or otherwise benefited by the Existing Collateral Documents.

WHEREAS, the Borrower has now requested that the Lenders further amend, restate, modify, extend, renew and restructure the loans made pursuant to the Original Credit Agreement;

WHEREAS, the parties hereto intend that (a) the Existing Obligations which remain unpaid and outstanding as of the Closing Date (which shall include the Loans outstanding on the Closing Date under the Original Credit Agreement) shall continue to exist under this Agreement on the terms set forth herein, (b) the loans under the Original Credit Agreement, outstanding as of the Closing Date shall be Loans under and as defined in this Agreement on the terms set forth herein, (c) any letters of credit outstanding under the Original Credit Agreement, outstanding as of the Closing Date shall be Letters of Credit under this Agreement on the terms set forth herein, and (d) the Existing Collateral shall continue to secure, guarantee, support and otherwise benefit the Existing Obligations as well as the other Secured Obligations of the Borrower and the other Loan Parties under this Agreement, in each case, on and subject to the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of these premises and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby amend and completely restate the Original Credit Agreement, effective as of the Closing Date, and do hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

1.1 Definitions. As used in this Agreement:

"***A&E Transaction Description***" is defined in the definition of "***Acquisition and Equity Transactions***".

"***ABR***", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"***Account Debtor***" means any Person obligated on an Account.

"***Acquisition***" means any transaction, or any series of related transactions, consummated on or after the Closing Date, by which any Loan Party (a) acquires all or substantially all of the assets of any Person or division or line of business of a Person, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Capital Stock of a Person which has ordinary voting power for the election of directors or other similar management personnel of a Person (other than Capital Stock having such power only by reason of the happening of a contingency) or a majority of the outstanding Capital Stock of a Person.

"***Acquisition and Equity Transactions***" means the transactions described on ***Exhibit A*** (the "***A&E Transaction Description***") to that certain Fourth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of January 29, 2018, among the Borrower, the Guarantors, the Agent, and the Lenders party thereto.

"***Act***" is defined in ***Section 9.11***.

"***Activation Event***" means such time as (i) Availability is less than $70,000,000 or (ii) a Default shall have occurred.

"***Adjusted LIBO Rate***" means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of one percent (1.0%)) equal to (a) the LIBO Rate for such Interest Period, multiplied by (b) the Statutory Reserve Rate.

"***Advance***" means a borrowing hereunder, (a) made by some or all of the Lenders on the same Borrowing Date or (b) converted or continued by the Lenders on the same date of conversion or continuation, consisting, in either case, of the aggregate amount of the several Loans of the same Type and, in the case of Eurodollar Loans, for the same Interest Period. The term Advance shall include Swingline Loans and Protective Advances unless otherwise expressly provided.

"***Affected Lender***" is defined in ***Section 3.7***.

"***Affiliate***" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns twenty percent (20.0%) or more of any class of the voting Capital Stock (other than common limited partnership units) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of Capital Stock, by contract or otherwise.

"***Agent***" means JPMorgan Chase Bank, N.A., in its capacity as contractual representative of the Lenders pursuant to ***Article X***, and not in its individual capacity as a Lender, and any successor Agent appointed pursuant to ***Article X***.

"***Aggregate Commitment***" means the aggregate of the Commitments of all the Lenders, as reduced from time to time pursuant to the terms hereof, which Aggregate Commitment shall on the Closing Date be

in the amount of $1,600,000,000, which may be subsequently increased pursuant to the terms and conditions set forth herein, by an amount up to $400,000,000 as a result of the occurrence of a Commitment Adjustment Event.

"***Aggregate Credit Exposure***" means, at any time, the aggregate of the Credit Exposure of all the Lenders.

"***Agreement***" has the meaning provided for such term in the introductory paragraph hereto.

"***Alternate Base Rate***" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day, plus one-half of one percent (0.5%), and (c) the Adjusted LIBO Rate for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day), plus one percent (1%) (without any rounding); *provided* that the Adjusted LIBOR Rate for any day shall be based on the LIBO Rate at approximately 11:00 a.m. London time on such day, subject to the interest rate floors set forth therein. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to ***Section 2.27*** or ***Section 3.3***, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to ***clause (c)*** above.

"***Anti-Corruption Laws***" means all laws, rules, and regulations of any jurisdiction concerning or relating to bribery or corruption, but only to the extent applicable to the Loan Parties and their Subsidiaries from time to time.

"***Applicable Fee Rate***" means 0.375% per annum.

"***Applicable Margin***" means, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type as set forth in the Pricing Schedule.

"***Appraised Value Report***" means any report on the Borrower's Compression Units prepared by the Approved Appraiser on a basis satisfactory to the Agent (which basis, in the absence of a Default or Unmatured Default that is continuing, shall for all purposes be the Net Orderly Liquidation Value thereof), whether delivered pursuant to ***Section 6.1(e)*** or ***Section 6.9***.

"***Approved Appraiser***" means Great American Group or such other reputable firm of independent professional appraisers as may be selected from time to time by the Borrower and approved and engaged by the Agent or the Required Lenders, which approval shall not be unreasonably withheld.

"***Approved Fund***" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"***Arrangers***" means JPMorgan Chase Bank, N.A., Barclays Bank PLC, Wells Fargo Bank, N.A., Regions Capital Markets, a Division of Regions Bank, and RBC Capital Markets (a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates) in their capacities as Joint Lead

Arrangers and Joint Book Runners.

"***Article***" means an article of this Agreement unless another document is specifically referenced.

"***Assignment Agreement***" is defined in ***Section 12.3(a)***.

"***Authorized Individual***" means any Authorized Officer, the controller of the Managing General Partner or the Borrower, or any other employee of the Managing General Partner or the Borrower designated in a writing delivered to the Agent and signed by at least two (2) Authorized Officers, acting singly.

"***Authorized Officer***" means the Chairman or the President and Chief Executive Officer, or Chief Financial Officer of the Managing General Partner, or any other officer designated in a writing delivered to the Agent by the Borrower.

"***Availability***" means, at any time, an amount equal to the lesser of (a) the Commitment and (b) the Borrowing Base, in each case, minus the Aggregate Credit Exposure.

"***Availability Period***" means the period from and including the Closing Date to but excluding the Facility Termination Date; *provided* that the Availability Period may be extended pursuant to an Extension Amendment in accordance with ***Section 2.26***.

"***Available Cash***" has the meaning specified in the Partnership Agreement.

"***Available Commitment***" means, at any time, the Commitment then in effect, minus the Aggregate Credit Exposure at such time.

"***Average Balance***" means an average daily closing balance (calculated as of the last day of each calendar month).

"***Bail-In Action***" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"***Bail-In Legislation***" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"***Banking Services***" means each and any of the following bank services provided to any Loan Party by JPMorgan Chase Bank, N.A. or any of its Affiliates or any Lender: (a) credit cards for commercial customers (including "commercial credit cards" and purchasing cards), (b) stored value cards and (c) treasury management services (including controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"***Banking Services Obligations***" means any and all obligations of the Loan Parties and their Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"***Banking Services Reserves***" means all Reserves which the Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or outstanding.

"***Bankruptcy Code***" means Title 11 of the U.S. Code (11 U.S.C. § 101 *et seq.*) as amended, reformed, or otherwise modified from time to time, and any rule or regulation issued thereunder.

"***Benefit Plan***" is defined in ***Section 10.18***.

"***Board***" means the Board of Governors of the Federal Reserve System of the United States of America.

"***Board of Directors***" has the meaning assigned to such term in the definition of "***Change in Control***".

"***Borrower***" is defined in the introductory paragraph to this Agreement.

"***Borrower Materials***" is defined in ***Section 6.8(c)***.

"***Borrowing***" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect, (including the borrowing of an Extended Loan) (b) a Swingline Loan, and (c) a Protective Advance.

"***Borrowing Base***" means, at any time, the sum of (a) up to eighty-five percent (85%) of the Loan Parties' Eligible Accounts at such time, plus (b) up to fifty percent (50%) of Loan Parties' Eligible Inventory (excluding Eligible Compression Units, Eligible Finished Goods Inventory and Eligible Heavy Component Inventory), valued at the lower of cost or market value, determined on a first-in-first-out basis, at such time, plus (c) up to the Compression Units Advance Rate Percentage of the book value of Loan Parties' Eligible Compression Units, plus (d) up to eighty percent (80%) of Loan Parties' Eligible Finished Goods Inventory and Eligible Heavy Component Inventory valued at cost (excluding tooling and set-up costs, sales taxes and other soft costs), determined on a first-in-first-out basis, at such time, minus (e) Reserves. The Agent may, in its Permitted Discretion, upon the occurrence and during the continuance of a Default, reduce the advance rates set forth above or reduce one or more of the other elements used in computing the Borrowing Base.

"***Borrowing Base Certificate***" means a certificate, signed by an Authorized Officer of the Borrower, in the form of ***Exhibit H*** or another form which is acceptable to the Agent in its sole discretion.

"***Borrowing Date***" means a date on which an Advance or a Loan is made hereunder.

"***Borrowing Notice***" is defined in ***Section 2.1.1(b)***.

"***Budget***" means an annual budget of the Borrower setting forth in reasonable detail, the projected plan and forecast (including projected consolidated balance sheet, income statement and funds flow statement) of the Borrower for each quarter of the following Fiscal Year.

"***Business Day***" means (a) with respect to any borrowing, payment or rate selection of Eurodollar Advances, a day (other than a Saturday or Sunday) on which banks generally are open in New York City for the conduct of substantially all of their commercial lending activities, interbank wire transfers can be made on the Fedwire system and dealings in U.S. dollars are carried on in the London interbank market and (b) for all other purposes, a day (other than a Saturday or Sunday) on which banks generally are open in New York City for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

"***Capital Stock***" means any and all corporate stock, units, shares, partnership interests, membership interests, equity interests, rights, securities, or other equivalent evidences of ownership (howsoever designated) issued by any Person.

"***Capitalized Lease***" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

"***Capitalized Lease Obligations***" of a Person means the aggregate amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP.

"***Cash Equivalent Investments***" means (a) short-term obligations of, or fully guaranteed by, the U.S., (b) commercial paper rated A-1 or better by S&P or P-1 or better by Moody's, (c) demand deposit accounts maintained in the ordinary course of business with any domestic office of any commercial bank organized under the laws of the U.S. or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000, and (d) certificates of deposit issued by and time deposits with any domestic office of any commercial bank organized under the laws of the U.S. or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000; *provided* that, in each case, the same provides for payment of both principal and interest (and not principal alone or interest alone) and is not subject to any contingency regarding the payment of principal or interest.

"***CFC***" means a "controlled foreign corporation" within the meaning of Section 957(a) of the Code.

"***Change in Control***" means (i) a person or group other than a Permitted Investor, directly or indirectly, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934) of more than 35% of the aggregate voting power (through ownership of Capital Stock, contract or otherwise) to elect the members of the board of directors of the Managing General Partner (or any other governing bodies or Persons performing similar functions as the board of directors of the Managing General Partner as of the Closing Date, as a result of any transaction, restructuring, contractual arrangement or otherwise (any such governing bodies or Persons, the "***Board of Directors***")); (ii) in the event that the members of the Board of Directors become subject to election at set intervals, occupation at any time of a majority of the seats (other than vacant seats) on the Board of Directors by Persons who were not (A) directors of the Managing General Partner on the date the members become so subject to election or (B) nominated or appointed by the Board of Directors; or (iii) any sale, lease, transfer, conveyance or other disposition by the Borrower, in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole; or (iv) the merger of the Borrower into another entity and a Permitted Investor does not own more than 50% of the voting interests of the surviving entity (or, if the surviving entity is a partnership, does not own (A) more than 50% of the voting interests of the general partner of the surviving entity and (B) sufficient voting equity to elect a majority of the general partner of the resulting entity's directors, trustees or other persons serving in a similar capacity for such general partner); or (v) the removal of the Managing General Partner by the limited partners of the Borrower, except for cases in which any successor Managing General Partner is a Permitted Investor; or (vi) the occurrence of a Series A Change of Control (as defined in the Partnership Agreement) or any functionally equivalent term.

"***Change in Law***" means the occurrence, after the date of the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory

authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"***Class***", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Existing Loans, Extended Loans (of the same Extension Series), Swingline Loans or Protective Advances.

"***Closing Date***" is defined in the introductory paragraph to this Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

"***Collateral***" means any and all Property (other than Excluded Assets) covered by the Collateral Documents and any and all other Property (other than Excluded Assets) of any Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Agent, on behalf of itself and the Lenders, to secure the Secured Obligations.

"***Collateral Access Agreement***" means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Agent, between the Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Loan Party for any real Property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"***Collateral Deposit Account***" means the account maintained by a Loan Party into which all cash, checks, or other similar payments relating to or constituting payments made in respect of Accounts will be deposited.

"***Collateral Documents***" means, collectively, the Security Agreement and any other documents intended to create, perfect or evidence Liens upon the Collateral as security for payment of the Secured Obligations.

"***Collateral Shortfall Amount***" is defined in ***Section 2.1.2(l)***.

"***Collection Account***" is defined in ***Section 6.11(b)***.

"***Commitment***" means, for each Lender, the obligation of such Lender to make Loans to, and participate in Facility LCs issued upon the application of, the Borrower in an aggregate amount not exceeding the amount set forth in the Commitment Schedule attached hereto or as set forth in any Assignment Agreement that has become effective pursuant to ***Section 12.3(c)***, as such amount may be increased, subject to the terms and conditions set forth herein, as a result of a Commitment Adjustment Event or otherwise modified from time to time pursuant to the terms hereof. Unless the context shall otherwise require, the term "***Commitment***" shall include any Extended Commitment of such Lender.

"***Commitment Adjustment Event***" is defined in ***Section 2.1.1(a)(ii)***.

"***Commitment Schedule***" means ***Schedule A*** attached hereto.

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

"***Compliance Certificate***" is defined in ***Section 6.1(d)***.

"***Compression Acquisition***" means the acquisition, as part of the Acquisition and Equity Transactions, by the Borrower of the equity interests of the Compression Entities; *provided* that (i) the Compression Acquisition shall not be deemed a Permitted Acquisition and (ii) with respect to any assets acquired by any Loan Party pursuant to the Compression Acquisition constituting Eligible Accounts or Eligible Inventory, the Lenders and the Agent acknowledge that such assets shall be included into the Borrowing Base as Eligible Accounts or Eligible Inventory, as applicable, (A) on and after the Closing Date until and including the date that is 90 days after the Closing Date and (B) after the date that is 90 days after the Closing Date to the extent that the Agent has received an appraisal or a field examination of the books and records relating to the Compression Entities (it is understood and agreed that such appraisal and/or field examination with respect to the Compression Acquisition shall not constitute a field examination, audit or appraisal pursuant to ***Section 6.8(a)(i)***).

"***Compression Entities***" means CDM Resource Management LLC, a Delaware limited liability company, and CDM Environmental & Technical Services LLC, a Delaware limited liability company.

"***Compression Units***" means Inventory of a Loan Party consisting of completed Compressor Packages held by such Loan Party, either (i) for rental to the Loan Parties' customers in the ordinary course of business, as evidenced by such Compressor Packages either then being or previously having been rented or leased by a customer or under an executory contract to rent or lease by a customer or (ii) for use by the Loan Parties in providing compression services to their customers in the ordinary course of business, as evidenced by such Compressor Packages either then being or previously having been used by the Loan Parties in providing compression services under a service contract with a customer or designated by a Loan Party for use under an executory contract for services with a customer. For the avoidance of doubt, the term "Compression Units" does not include any Inventory of a Loan Party held by such Loan Party for lease or rent to its Affiliate unless after giving effect to such lease or rent to such Affiliate such Inventory meets the requirement set forth in either ***subsection (i)*** or ***(ii)*** above.

"***Compression Units Advance Rate Percentage***" means, as of any date of determination, the lesser of (i) a fraction (stated as a percentage), the numerator of which is equal to eighty percent (80%) of the aggregate Net Orderly Liquidation Value of the Loan Parties' Compression Units (determined by reference to the Current Valuation Report), and the denominator of which is equal to the aggregate net book value of the Loan Parties' Compression Units as reflected in the Loan Parties' quarterly financial statements as of the Valuation Date of the Current Valuation Report or (ii) one hundred percent (100%). The Compression Units Advance Rate Percentage shall be calculated by Agent within five (5) Business Days after the Agent has received both a Current Valuation Report and the Loan Parties' quarterly financial statements as of the Valuation Date of such Current Valuation Report in accordance with this Agreement. In the event that either such Current Valuation Report or such financial statements are not delivered when due, the Compression Units Advance Rate Percentage shall be determined by Agent in its Permitted Discretion.

"***Compressor Packages***" means natural gas compression equipment generally consisting of an engineered package of major serial numbered components including an engine, compressor, compressor cylinders, natural gas and engine jacket cooler, control devices and ancillary piping mounted on a metal skid.

"***Conduit Account***" means any Deposit Account for which all or substantially all of the deposits consist of amounts received from the Borrower or any Subsidiary and which funds are then directed out of such Deposit Account to any other Deposit Account of a Loan Party that is subject to a Deposit Account Control Agreement.

"***Consent Agreement***" means that certain letter agreement dated as of June 30, 2014, by and among the Loan Parties party thereto, the Agent and the Lenders party thereto.

"***Contingent Obligation***" of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including any comfort letter, operating agreement, take-or-pay contract or the obligations of any such Person as general partner of a partnership with respect to the liabilities of the partnership.

"***Contribution Agreement***" means the Contribution Agreement, dated as of January 15, 2018, among ETC Compression, LLC and the Borrower, together with all exhibits, annexes, disclosure letters and schedules thereto.

"***Contribution Agreement Representations***" shall mean such of the representations made by the Compression Entities and their affiliates in the Contribution Agreement as are material to the interests of the Lenders, but only to the extent that the breach of any such representations results in the Borrower or any of its affiliates having the right to terminate its obligations under the Contribution Agreement (after giving effect to any applicable notice and cure period) or otherwise decline to consummate the Compression Acquisition.

"***Conversion/Continuation Notice***" is defined in ***Section 2.7***.

"***Credit Exposure***" means, as to any Lender at any time, the sum of (a) the aggregate principal amount of its Revolving Loans outstanding at such time, plus (b) an amount equal to its Pro Rata Share of the LC Obligations at such time, plus (c) an amount equal to its Pro Rata Share of the aggregate principal amount of Swingline Loans and Protective Advances outstanding at such time.

"***Credit Extension***" means the making of an Advance or the issuance of a Facility LC hereunder.

"***Credit Extension Date***" means the Borrowing Date for an Advance or the issuance date for a Facility LC.

"***Current Valuation Report***" means, as of any date, the most recent Appraised Value Report delivered to the Agent in accordance with this Agreement.

"***Customer List***" means a list of the Borrower's customers, specifying each customer's name, mailing address and phone number.

"***Default***" means an event described in ***Article VII***.

"***Defaulting Lender***" means any Lender, as determined by the Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit or Swingline Loans within three (3) Business Days of the date required to be funded by it hereunder unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (which conditions precedent, together with the applicable default, if any, shall be specifically identified in such writing) has not been satisfied, (b) notified the Borrower, the Agent, the LC Issuer, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (which conditions precedent, together with the applicable default, if any, shall be specifically

identified in such writing) has not been satisfied, (c) failed, within three (3) Business Days after request by the Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund (and is financially able to meet such obligations) prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this ***clause (c)*** upon receipt of such written confirmation by the Agent and the Borrower), (d) otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e)(i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (f) become the subject of a Bail-In Action or has a direct or indirect parent company that has become the subject of a Bail-In Action.

"***Deposit Account Control Agreement***" means an agreement, in form and substance reasonably satisfactory to the Agent, among any Loan Party, a banking institution, and the Agent with respect to collection and control of all deposits and balances held in a Deposit Account maintained by any Loan Party with such banking institution.

"***Designated Contribution Amount***" means the aggregate amount of net cash proceeds from capital contributions made by a holder of Capital Stock of the Borrower or any parent company of the Borrower to the Borrower as common equity or in another form reasonably acceptable to the Agent.

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Capital Stock (which would not constitute Disqualified Stock), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, event of loss or asset sale, in each case that is no more favorable to the holders thereof than the provisions of this Agreement), or is convertible or exchangeable for Indebtedness or

redeemable for any consideration other than other Capital Stock (which would not constitute Disqualified Stock) at the option of the holder thereof (except as a result of a change of control, event of loss or asset sale, in each case that is no more favorable to the holders thereof than the provisions of this Agreement), in whole or in part (but if in part only with respect to such amount that meets the criteria set forth in this definition), on or prior to the date that is one year after the earlier of (a) the Facility Termination Date and (b) the date on which there are no Loans, LC Obligations or other Secured Obligations outstanding and the Aggregate Commitment is terminated; *provided* that if such Capital Stock is issued pursuant to a plan for the benefit of future, current or former employees, directors, officers, managers or consultants of the Borrower or the Restricted Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or its Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"***Dollars***" shall mean U.S. Dollars.

"***Domestic Subsidiary***" means any Subsidiary which is organized under the laws of the U.S. or any state of the U.S. or the District of Columbia.

"***DRIP***" means the Distribution Reinvestment Plan and/or such other dividend reinvestment plan of the Borrower that permits participants to acquire Capital Stock or other equity-linked securities of the Borrower using cash on hand or the proceeds of dividends paid by the Borrower.

"***EBITDA***" means, for any period, Net Income plus, to the extent deducted from revenues in determining Net Income, (a) Interest Expense, (b) expense for taxes paid or accrued, (c) depreciation, (d) amortization, (e) extraordinary losses (as determined in accordance with GAAP) incurred other than in the ordinary course of business, (f) fees, expenses and charges relating to any Permitted Acquisition or the negotiation, arrangement, placement, documentation, execution, delivery and administration of the Loan Documents, (g) fees, expenses and charges in connection with the Acquisition and Equity Transactions in an aggregate amount not to exceed $75,000,000, (h) reasonable fees and expenses under the Partnership Agreement in an aggregate amount not to exceed $5,000,000 in any Fiscal Year, (i) non-cash goodwill, compression equipment and intangible asset impairment charges, (j) non-recurring cash charges in an aggregate amount not to exceed $10,000,000 in any Fiscal Year, (k) share-based compensation in connection with the LTIP to certain executives and other key employees and in connection with the Class B Units of USA Compression Holdings, and (l) non-recurring, non-cash charges (*provided* that any cash actually paid with respect to such non-cash charges shall be deducted from EBITDA when paid), minus, to the extent included in Net Income, extraordinary gains (as determined in accordance with GAAP) realized other than in the ordinary course of business, all calculated for the Borrower and its Restricted Subsidiaries consolidated in accordance with GAAP. EBITDA shall be calculated for each period on a pro forma basis to give effect to the Acquisition and Equity Transactions and any Permitted Acquisition consummated at any time on or after the first day of the period thereof as if each such Acquisition and Equity Transaction or Permitted Acquisition had been effected on the first day of such period. Such pro forma calculations shall be determined in good faith by an Authorized Officer of the Borrower.

"***ECP***" means an "eligible contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the Securities and Exchange Commission.

"***EEA Financial Institution***" means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in ***clause (a)*** of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in ***clauses (a)*** or ***(b)*** of this definition and is subject to consolidated supervision with its parent.

"***EEA Member Country***" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"***EEA Resolution Authority***" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"***Eligible Accounts***" means, at any time, the Accounts of the Loan Parties which the Agent determines in its Permitted Discretion are eligible as the basis for Credit Extensions hereunder. Without limiting the Agent's discretion provided herein, Eligible Accounts shall not include any Account:

(a) which is not subject to a first priority perfected security interest in favor of the Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(c) with respect to which more than ninety (90) days have elapsed since the date of the original invoice therefor or which is more than sixty (60) days past the due date for payment;

(d) which is owing by an Account Debtor for which more than fifty percent (50%) of the Accounts owing from such Account Debtor and its Affiliates to the Loan Parties are ineligible hereunder;

(e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to the Borrower exceeds twenty-five percent (25%) of the aggregate Eligible Accounts;

(f) with respect to which any covenant, representation, or warranty contained in this Agreement or in the Security Agreement has been breached or is not true in all material respects;

(g) which (i) does not arise from the sale, lease or rental of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation satisfactory to the Agent which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon any Loan Party's completion of any further performance, or (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis; *provided* that this ***subsection (g)*** shall not

apply to any Accounts comprising, in the aggregate from time to time, not more than $25,000,000 of the Borrowing Base (or such other amount as determined by the Agent in its Permitted Discretion), which would otherwise constitute Eligible Accounts but for the fact that such Accounts were billed in advance in the ordinary course of business;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by a Loan Party;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets, (ii) has had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state or federal bankruptcy laws, (iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by any Account Debtor which has sold all or a substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada (other than the Province of Newfoundland) or (ii) is not organized under applicable law of the U.S., any state of the U.S. or the District of Columbia, Canada, or any province of Canada (other than the Province of Newfoundland) unless, in either

case, such Account is backed either by a Letter of Credit acceptable to the Agent which is in the possession of the Agent or the payment of which is insured by an insurer organized under the laws of the U.S. and acceptable to Agent pursuant to an insurance policy acceptable to the Agent that is assigned to the Agent in a manner satisfactory to Agent;

(m) which is owed in any currency other than U.S. dollars;

(n) which is owed by (i) any Governmental Authority of any country other than the U.S. unless such Account is backed by a Letter of Credit acceptable to the Agent which is in the possession of the Agent, or (ii) any Governmental Authority of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 *et seq.* and 41 U.S.C. § 15 *et seq.*), and any other steps necessary to perfect the Lien of the Agent in such Account have been complied with to the Agent's satisfaction;

(o) which is owed by any Affiliate, employee, or director of any Loan Party;

(p) which, for any Account Debtor, exceeds a credit limit determined by the Agent, to the extent of such excess;

(q) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness;

(r) which is subject to any counterclaim, deduction, defense, setoff or dispute;

(s) which is evidenced by any promissory note, chattel paper, or instrument (unless determined acceptable to Agent in its sole discretion);

(t) which is owed by an Account Debtor (i) located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit the Loan Party to which it is owed to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or is qualified to do business in such jurisdiction or (ii) which is a Sanctioned Person;

(u) with respect to which any Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business; or

(v) which the Agent determines may not be paid by reason of the Account Debtor's inability to pay or which the Agent otherwise determines is unacceptable in its Permitted Discretion.

In the event that an Account which was previously an Eligible Account ceases to be an Eligible Account hereunder, the Borrower shall notify the Agent thereof on and at the time of submission to the Agent of the next Borrowing Base Certificate.

"***Eligible Compression Units***" means, Eligible Inventory of a Loan Party consisting of Compression Units.

"***Eligible Finished Goods Inventory***" means, Eligible Inventory of a Loan Party consisting of Finished Goods Inventory.

"***Eligible Heavy Component Inventory***" means, Eligible Inventory of a Loan Party consisting of Heavy Component Inventory.

"***Eligible Inventory***" means, at any time, the Inventory of the Loan Parties which the Agent determines in its Permitted Discretion is eligible as the basis for Credit Extensions hereunder. Without limiting the Agent's discretion provided herein, Eligible Inventory shall not include any Inventory:

(w) which is not subject to a first priority perfected Lien in favor of the Agent;

(x) which is subject to any Lien other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(y) which is, in the Agent's opinion, slow moving, obsolete, unmerchantable, defective, unfit for sale, lease, rental or its intended use, not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or unacceptable due to age, type, category and/or quantity;

(z) with respect to which any covenant, representation, or warranty contained in this Agreement or the Security Agreement has been breached or is not true in all material respects;

(aa) which does not conform to all standards imposed by any Governmental Authority;

(bb) which is not finished goods or which constitutes raw materials, spare or replacement parts (other than Eligible Heavy Component Inventory), subassemblies, packaging and shipping material, manufacturing supplies, display items, bill-and-hold goods, returned or repossessed goods, defective goods, goods held on consignment, or goods which are not of a type (i) held for sale, lease or rental or (ii) to be used to provide compression services, in each case, in the ordinary course of business;

(cc) which is not located in the U.S. or Canada or is in transit with a common carrier from vendors and suppliers;

(dd) which is located in any location leased by a Loan Party unless (i) the lessor has delivered to the Agent a Collateral Access Agreement or (ii) a Reserve for rent, charges, and other amounts due or to become due with respect to such facility has been established by the Agent in its Permitted Discretion;

(ee) which is located in any third party warehouse or is in the possession of a bailee and is not evidenced by a Document, unless (i) such warehouseman or bailee has delivered to the Agent a Collateral Access Agreement and such other documentation as the Agent may require or (ii) an appropriate Reserve has been established by the Agent in its Permitted Discretion;

(ff) which is the subject of a consignment by any Loan Party as consignor;

(gg) which is perishable;

(hh) which contains or bears any Intellectual Property licensed to a Loan Party unless the Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement;

(ii) which is not reflected in a current perpetual report of property of the Borrower;

(jj) which is covered by a negotiable document of title, unless such document and evidence of acceptable insurance covering such Inventory have been delivered to the Agent with all necessary endorsements, free and clear of all Liens, except those in favor of the Agent;

(kk) which is not covered by casualty insurance reasonably acceptable to the Agent; or

(ll) which has been acquired from a Sanctioned Person; or

(mm) which the Agent otherwise determines is unacceptable in its Permitted Discretion.

In the event that Inventory which was previously Eligible Inventory ceases to be Eligible Inventory hereunder, the Borrower shall notify the Agent thereof on and at the time of submission to the Agent of the next Borrowing Base Certificate.

"***Environmental Laws***" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof or (e) occupational health and safety.

"***Equity Restructuring Agreement***" means the Equity Restructuring Agreement, dated as of January 15, 2018, among ETE, the Borrower and the Managing General Partner, as the same may be amended, restated or otherwise modified.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

"***ERISA Affiliate***" means any trade or business (whether or not incorporated) that, together with a Loan Party, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"***ERISA Event***" means (a) any "***Reportable Event***", (b) the failure to satisfy the "***minimum funding standard***" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of any Loan Party or any of its ERISA Affiliates from

any Plan or Multiemployer Plan; or (g) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition upon any Loan Party or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent (within the meaning of Section

4245 of ERISA) or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

"***ETE***" is defined in the definition of "***Permitted Investors***".

"***ETP***" is defined in the definition of "***Permitted Investors***".

"***EU Bail-In Legislation Schedule***" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"***Eurodollar***", when used in reference to any Loan or Borrowing (except as otherwise provided in ***Section 2.12***), refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"***Excluded Asset***" is defined in the Security Agreement.

"***Excluded Deposit Accounts***" means (i) each Deposit Account for which all of the deposits consist of amounts utilized to fund payroll, employee benefit or tax obligations of the Borrower and its Subsidiaries, (ii) escrow, trust or fiduciary accounts, (iii) "zero balance" accounts, (iv) any Deposit Account, provided that any amounts deposited to such account are subject to a sweep and transfer to a Deposit Account maintained with the Agent no later than on the next Business Day, (v) trust and suspense Deposit Accounts of the Borrower and any Restricted Subsidiary solely holding amounts held for the benefit of third parties, (v) Conduit Accounts, and (vii) any account with an Average Balance of less than or equal to $1,000,000 (or such greater amount acceptable to the Agent in its sole discretion for individual accounts due to unanticipated circumstances); provided that, to the extent Deposit Accounts not subject to a Deposit Account Control Agreement that are Excluded Deposit Accounts pursuant to this clause (vii) (the "***Excluded Threshold Accounts***") have an aggregate Average Balance in excess of $3,000,000, the Loan Parties shall, within forty-five (45) days after the applicable calendar month end (or such later date acceptable to the Agent in its sole discretion), provide Deposit Account Control Agreements to the Agent on such Excluded Threshold Accounts sufficient to cause the aggregate Average Balance of the Excluded Threshold Accounts to be less than or equal to $3,000,000 as of such calendar month end if such Deposit Account Control Agreements had then been in effect.

"***Excluded Rate Management Obligation***" means, with respect to any Guarantor, any Rate Management Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Rate Management Obligation (or any Guaranty thereof or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an ECP at the time the Guaranty of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Rate Management Obligation. If a Rate Management Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Rate Management Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

"***Excluded Subsidiary***" means: (i) any Subsidiary that is not a direct or indirect Wholly-Owned Subsidiary of a Loan Party; (ii) any Subsidiary of a Loan Party that does not have total assets or annual revenues in excess of $15,000,000, individually, or in the aggregate together with all other Subsidiaries excluded via this ***clause (ii)***; (iii) any direct or indirect Foreign Subsidiary of any Loan Party; (iv) any Domestic Subsidiary (x) that is a direct or indirect Subsidiary of a Foreign Subsidiary that is a CFC or (y) substantially all of whose assets (whether held directly or indirectly) consist of Capital Stock and/or

indebtedness of one or more Foreign Subsidiaries that are CFCs (any Subsidiary described in ***clause (iv)(y)***, a "***FSHCO***"); and (v) any Unrestricted Subsidiaries.

"***Excluded Taxes***" means, with respect to the Agent, any Lender, the LC Issuer or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder, (a) Taxes imposed on (or measured by) its net income (however denominated), franchise Taxes or branch profits Taxes, in each case imposed by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or any other jurisdiction as a result of such recipient engaging in a trade or business in, or otherwise having a connection with, such jurisdiction for tax purposes, (b) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under ***Section 3.7***), any United States federal withholding Tax that is imposed on amounts payable to such Lender at the time such Lender acquires such interest in the Loan or Commitment (or designates a new lending office) or is attributable to such Lender's or the Agent's failure to comply with ***Section 3.5(f)***, except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to ***Section 3.5(a)***, (c) any United States backup withholding Tax, and (d) any United States withholding Tax that is imposed as a result of such recipient's failure to comply with the requirements of FATCA to establish an exemption from such withholding tax pursuant to FATCA.

"***Excluded Threshold Accounts***" is defined in the definition of Excluded Deposit Accounts.

"***Exhibit***" refers to an exhibit to this Agreement, unless another document is specifically referenced.

"***Existing Class***" shall have the meaning provided in ***Section 2.26***.

"***Existing Collateral***" is defined in the recitals hereto.

"***Existing Collateral Documents***" is defined in the recitals hereto.

"***Existing Commitment***" shall have the meaning provided in ***Section 2.26***.

"***Existing Loans***" shall have the meaning provided in ***Section 2.26***.

"***Existing Obligations***" is defined in the recitals hereto.

"***Extended Commitments***" is defined in ***Section 2.26***.

"***Extending Lender***" is defined in ***Section 2.26***.

"***Extended Loans***" is defined in ***Section 2.26***.

"***Extension Amendment***" is defined in ***Section 2.26***.

"***Extension Date***" is defined in ***Section 2.26***.

"***Extension Election***" is defined in ***Section 2.26***.

"***Extension Request***" is defined in ***Section 2.26***.

"***Extension Series***" shall mean all Extended Commitments that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment

expressly provides that the Extended Commitments provided for therein are intended to be a part of any previously established Extension Series) and that provide for the same interest margins, extension fees, maturity and other terms.

"***Facility***" means the credit facility described in ***Section 2.1*** hereof to be provided to the Borrower on the terms and conditions set forth in this Agreement.

"***Facility LC***" is defined in ***Section 2.1.2(a)***.

"***Facility LC Application***" is defined in ***Section 2.1.2(c)***.

"***Facility LC Collateral Account***" is defined in ***Section 2.1.2(j)***.

"***Facility Termination Date***" means, with respect to any Commitments other than Extended Commitments, April 2, 2023 or any earlier date on which the Aggregate Commitment (excluding Extended Commitments) is reduced to zero or otherwise terminated pursuant to the terms hereof. With respect to Extended Commitments, the "***Facility Termination Date***" means the maturity date related to the Extension Series of such Extended Commitments.

"***FATCA***" means Section 1471 through 1474 of the Code as enacted as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements (together with any laws, fiscal or regulatory rules, guidance notes or practices adopted pursuant to any intergovernmental agreement entered into by the United States in connection with the implementation of the foregoing).

"***Federal Funds Effective Rate***" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it; *provided* that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"***Fee Letter***" means, collectively, each fee letter executed prior to the Closing Date relating to this Agreement, among the Borrower and an Arranger, the Agent, a Lender or an affiliate of any of the foregoing.

"***Finished Goods Inventory***" means Inventory of a Loan Party consisting of completed Compressor Packages that are not Compression Units.

"***Fiscal Month***" means any of the monthly accounting periods of the Borrower.

"***Fiscal Quarter***" means any of the quarterly accounting periods of the Borrower, ending on March 31, June 30, September 30 and December 31 of each year.

"***Fiscal Year***" means any of the annual accounting periods of the Borrower ending on December 31 of each year.

"***Floating Rate***" means, for any day, a rate *per annum* equal to (a) the Alternate Base Rate for such day plus (b) the Applicable Margin, in each case changing when and as the Alternate Base Rate changes.

"***Floating Rate Advance***" means an Advance which, except as otherwise provided in ***Section 2.12***, bears interest at the Floating Rate.

"***Floating Rate Loan***" means a Loan which, except as otherwise provided in ***Section 2.12***, bears interest at the Floating Rate.

"***Flood Insurance Regulation***" means (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, (d) the Flood Insurance Reform Act of 2004 and (3) the Biggert Waters Flood Reform Act of 2012, and any regulations promulgated thereunder.

"***Flood Laws***" has the meaning assigned to such term in ***Section 10.17***.

"***Foreign Lender***" means any Lender that is not a U.S. Person.

"***Foreign Subsidiary***" means any Subsidiary which is not a Domestic Subsidiary.

"***FSHCO***" is defined in the definition of "***Excluded Subsidiary***".

"***Fund***" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"***Funded Debt***" means, with respect to any Person, without duplication, all Indebtedness for borrowed money evidenced by notes, bonds, debentures, or similar evidences of Indebtedness, and specifically including Capitalized Lease Obligations, current maturities of long-term Indebtedness, revolving credit and short-term Indebtedness extendible beyond one year at the option of the debtor, and also including, in the case of any Loan Party, the funded Obligations. Funded Debt shall be calculated for each period on a *pro forma* basis to give effect to any Indebtedness incurred, assumed or permanently repaid or extinguished at any time during or subsequent to such period, but on or prior to the applicable date of determination in connection with the Acquisition and Equity Transactions or any Permitted Acquisition. Such *pro forma* calculations shall be determined in good faith by an Authorized Officer of the Borrower.

"***Funding Account***" is defined in ***Section 2.5***.

"***GAAP***" means generally accepted accounting principles as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements referred to in ***Section 5.5***.

"***Governmental Authority***" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"***GP Contribution Transactions***" means the GP Contribution and the payment of the GP Contribution Consideration, as each such term is defined in the Equity Restructuring Agreement.

"***Guaranteed Obligations***" is defined in ***Section 15.1***.

"***Guarantor***" means (i) USA Compression Partners, LLC, (ii) USAC Leasing, LLC, (iii) USAC Leasing 2, LLC, (iv) USAC OpCo 2, LLC, (v) each Compression Entity and (vi) each Subsidiary of the Borrower that guarantees the Obligations pursuant to the Guaranty as required by ***Section 6.12***.

"***Guaranty***" means ***Article XV*** of this Agreement.

"***Heavy Component Inventory***" means, Inventory of a Loan Party consisting of engines, compressors, frames, cylinders, coolers, dehydration units, separators, generator sets, treating units, storage tanks and other field equipment or components used or usable in compression or other related midstream or station services, including such items which are finished components comprising work-in-process which when completed will constitute Finished Goods Inventory or a Compression Unit but excluding spare or replacement parts, Compression Units and Finished Goods Inventory.

"***Highest Lawful Rate***" means, on any day, the maximum non-usurious rate of interest permitted for that day by applicable federal or New York law stated as a rate *per annum*.

"***Impacted Interest Period***" has the meaning assigned to such term in the definition of "***LIBO Rate***".

"***Indebtedness***" of a Person means such Person's (a) obligations for borrowed money, (b) obligations representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade), (c) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (d) obligations which are evidenced by notes, acceptances, or other instruments, (e) obligations of such Person to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property or any other Off-Balance Sheet Obligations, (f) Capitalized Lease Obligations, (g) Contingent Obligations for which the underlying transaction constitutes Indebtedness under this definition, (h) the maximum available stated amount of all letters of credit or bankers' acceptances created for the account of such Person and, without duplication, all reimbursement obligations with respect to letters of credit, (i) Rate Management Obligations, (j) obligations of such Person under any Sale and Leaseback Transaction, (k) obligations under any liquidated earn-out and (l) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person; *provided* that, for the avoidance of doubt, the Preferred Equity and Warrants and the GP Contribution Transactions shall not be deemed to constitute Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person holds a partnership interest) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"***Indemnified Taxes***" means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower or any other Loan Party under any Loan Document.

"***Ineligible Institution***" means a (a) natural person, (b) a Defaulting Lender, (c) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; *provided* that such company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having

significant experience in the business of making or purchasing commercial loans, and (z) has assets greater than $25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business or (d) a Loan Party or a Subsidiary or other Affiliate of a Loan Party.

"***Intellectual Property***" is defined in the Security Agreement.

"***Interest Coverage Ratio***" means, on any date, the ratio of (a) EBITDA for the period of three (3) consecutive Fiscal Months ended on such date, multiplied by four (4) to (b) Interest Expense (excluding for the avoidance of doubt, distributions made on the Preferred Equity and Warrants) for the period of three (3) consecutive Fiscal Months ended on such date, multiplied by four (4).

"***Interest Expense***" means, with reference to any period, the interest expense net of cash interest income of the Borrower and its Restricted Subsidiaries (consolidated in accordance with GAAP) for such period, (including the cash equivalent of the interest expense associated with Capitalized Lease Obligations, but excluding (a) any upfront fees paid in connection with any debt facility or any bond issuance where the fees are paid from the proceeds of such debt, (b) Indebtedness or lease issuance costs which have to be amortized, (c) lease payments on any office equipment or real property, (d) any principal components paid on all lease payments, (e) gains, losses or other charges as a result of the early retirement of Indebtedness permitted hereunder and (f) any other non-cash interest expense). Interest Expense shall be calculated for each period on a *pro forma* basis to give effect to any debt incurred, assumed or permanently repaid or extinguished during the relevant period in connection with the Acquisition and Equity Transactions and any Permitted Acquisition consummated at any time on or after the first day of the period thereof as if each such incurrence, assumption, repayment or extinguishment had been effected on the first day of such period. Such *pro forma* calculations shall be determined in good faith by an Authorized Officer of the Borrower.

"***Interest Period***" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect; *provided* that, (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"***Interpolated Rate***" means, at any time, for any Interest Period, the rate *per annum* (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time; provided that if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"***Investment***" of a Person means any (a) loan, advance, extension of credit (other than accounts receivable arising in the ordinary course of business on terms customary in the trade) or contribution of capital by such Person, (b) stocks, bonds, mutual funds, partnership interests, notes, debentures, securities

or other Capital Stock owned by such Person, (c) any deposit accounts and certificate of deposit owned by such Person, and (d) structured notes, derivative financial instruments and other similar instruments or contracts owned by such Person.

"***Joinder Agreement***" means a Joinder Agreement in substantially in the form of ***Exhibit F*** attached hereto.

"***JPMorgan Chase Bank, N.A.***" means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

"***LC Fee***" is defined in ***Section 2.10(b)***.

"***LC Issuer***" means JPMorgan Chase Bank, N.A. (or any subsidiary or Affiliate of JPMorgan Chase Bank, N.A. designated by JPMorgan Chase Bank, N.A.) in its capacity as an issuer of Facility LCs hereunder.

"***LC Obligations***" means, at any time, the sum, without duplication, of (a) the aggregate undrawn stated amount under all Facility LCs outstanding at such time plus (b) the aggregate unpaid amount at such time of all Reimbursement Obligations.

"***LC Payment Date***" is defined in ***Section 2.1.2(d)***.

"***Lenders***" means the lending institutions listed on the signature pages of this Agreement and their respective successors and assigns. Unless the context otherwise requires, the term "***Lenders***" includes the Swingline Lender and the LC Issuer.

"***Lending Installation***" means, with respect to a Lender, the LC Issuer, or the Agent, the office, branch, subsidiary or Affiliate of such Lender, LC Issuer or the Agent listed on the signature pages hereof or on a Schedule or otherwise selected by such Lender, the LC Issuer or the Agent pursuant to ***Section 2.23***.

"***Letter of Credit***" of a Person means a letter of credit or similar instrument which is issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable.

"***Leverage Ratio***" means, on any date, the ratio of (a) Funded Debt of the Borrower and its Restricted Subsidiaries (on a consolidated basis) on such date to (b) EBITDA for the three (3) consecutive Fiscal Months ended on such date, multiplied by four (4).

"***LIBO Rate***" means, with respect to any Eurodollar Borrowing for any applicable Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; *provided* that (a) if the LIBO Screen Rate shall not be ascertainable at such time for a period equal in length to such Interest Period (an "***Impacted Interest Period***") then the LIBO Rate shall be the Interpolated Rate (*provided*, that if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement) and (b) if neither the LIBO Screen Rate nor the Interpolated Rate shall be ascertainable at such time for an Impacted Interest Period, then the LIBO Rate for such Impacted Interest Period shall be (subject to ***Section 2.27*** in the event that the Required Lenders shall conclude that adequate and reasonable means do not exist for ascertaining the Interpolated Rate) (1) a comparable successor or alternative interbank rate for deposits in Dollars that is, at such time, broadly accepted by the syndicated loan market in the United States in lieu of the "***LIBO Rate***" and is reasonably acceptable to the Borrower and the Agent or (2) solely if no such broadly accepted comparable successor interbank rate exists at such time, a successor or alternative index rate as the Agent and the

Borrower may determine with the consent of the Required Lenders. Notwithstanding the above, to the extent that "***LIBO Rate***" or "***Adjusted LIBO Rate***" is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of Alternate Base Rate.

"***LIBO Screen Rate***" means, for any day and time, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion; *provided* that if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"***Licenses***" is defined in the Security Agreement.

"***Lien***" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever having the effect of a security interest (including the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"***Loan Documents***" means this Agreement, any Notes, the Facility LC Applications, the Collateral Documents, the Guaranty, the Fee Letter and all other agreements, instruments, documents and certificates identified in ***Section 4.1*** executed and delivered to, or in favor of, the Agent or any Lenders in connection with this Agreement. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

"***Loan Parties***" means, collectively, the Borrower and each Guarantor.

"***Loans***" means, with respect to a Lender, such Lender's loans made pursuant to ***Article II*** (or any conversion or continuation thereof), including Swingline Loans and Protective Advances, and shall include each Extended Loan made in extension thereof in accordance with ***Section 2.26***.

"***Lock Box Agreement***" is defined in Section 6.11(a).

"***Lock Boxes***" is defined in Section 6.11(a).

"***LTIP***" means the 2013 Long Term Incentive Plan of the Borrower and/or such other equity incentive compensation plan(s) as have been or may be adopted by any Loan Party.

"***Managing General Partner***" means USA Compression GP, LLC, a Delaware limited liability company, or any other Person that is admitted to the Borrower as general partner of the Borrower, in its capacity as general partner of the Borrower.

"***Master Lease Agreement***" means that certain Gas Compressor Equipment Master Lease Agreement between USA Compression Partners and USAC Leasing, dated as of October 10, 2008, as the same may be amended, modified or supplemented from time to time.

"***Material Adverse Effect***" means a material adverse effect on (a) the business, Property, condition (financial or otherwise) or results of operations of the Borrower and its Restricted Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform its obligations under the Loan Documents to which it is a party, (c) the Collateral, or the Agent's Liens (on behalf of itself and the Lenders) on the Collateral or the priority of such Liens, (d) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Agent, the LC Issuer or the Lenders thereunder, or (e) the rights of, or benefits available to, the Lenders under this Agreement and the other Loan Documents.

"***Material Indebtedness***" means Indebtedness in an outstanding principal amount (or with respect to Rate Management Obligations, termination values) of $50,000,000 or more in the aggregate (or the equivalent thereof in any currency other than U.S. dollars).

"***Material Indebtedness Agreement***" means any agreement under which any Material Indebtedness was created or is governed or which provides for the incurrence of Indebtedness in an amount which would constitute Material Indebtedness (whether or not an amount of Indebtedness constituting Material Indebtedness is outstanding thereunder).

"***Minor Collateral***" means Collateral (other than assets acquired in the Compression Acquisition) the value of which does not exceed 5% of the Borrowing Base.

"***Modify***" and "***Modification***" are defined in ***Section 2.1.2(a)***.

"***Moody's***" means Moody's Investors Service, Inc.

"***Multiemployer Plan***" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"***Net Cash Proceeds***" means, if in connection with an asset disposition or receipt of insurance/casualty proceeds, cash proceeds thereof net of (i) commissions and other reasonable and customary costs, fees and expenses properly attributable to such event and payable by the Loan Parties in connection therewith (in each case, paid to non-Affiliates), (ii) transfer taxes, and (iii) amounts payable to holders of senior Liens on such asset (to the extent such Liens constitute Permitted Liens hereunder), if any.

"***Net Income***" means, for any period, the consolidated net income (or loss) for such period of the Borrower and its Restricted Subsidiaries consolidated in accordance with GAAP; *provided* that there shall be excluded, to the extent otherwise included in the determination of net income, (a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Borrower or any of its Restricted Subsidiaries, (b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which the Borrower or any of its Restricted Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or Restricted Subsidiary in the form of dividends or similar distributions and (c) additions to undistributed earnings of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary in respect of such additions is at the time of the determination of net income, and to the extent thereof, prohibited by the terms of any contractual obligation (other than under any Loan Document) or applicable law with respect to such Subsidiary.

"***Net Orderly Liquidation Value***" means the estimated amount expressed in U.S. dollars which the Compression Units that are the subject of the Approved Appraiser's report would typically realize, net of the occupancy and liquidation costs through one sale process, which may consist of one or more privately negotiated sales, properly advertised and professionally managed, by a seller obligated to sell the subject equipment over a period of between six and nine months from the effective date of such Approved Appraiser's report. For the purposes of determining such Net Orderly Liquidation Value, the Approved

Appraiser will include in the determination thereof the rental or lease income stream and/or the service fees related to such Compression Units for a six (6) month liquidation period.

"***Note***" is defined in ***Section 2.22(d)***.

"***Obligations***" means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding regardless of whether allowed or allowable in such proceeding) on the Loans, all LC Obligations, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Loan Parties to the Lenders or to any Lender, the Agent, the LC Issuer or any indemnified party arising under the Loan Documents.

"***Off-Balance Sheet Liability***" of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any indebtedness, liability or obligation under any Sale and Leaseback Transaction which is not a Capitalized Lease, (c) any indebtedness, liability or obligation under any so-called "***synthetic lease***" transaction entered into by such Person, or (d) any indebtedness, liability or obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheets of such Person, but excluding from this ***clause (d)*** operating leases.

"***Original Credit Agreement***" is defined in the recitals hereto.

"***Other Taxes***" means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement, except any such Taxes, charges or similar levies that are imposed with respect to an assignment (other than an assignment made pursuant to ***Section 3.7***) as a result of the Agent or Lender engaging in a trade or business in, or otherwise having a connection with, such jurisdiction for tax purposes other than the connection arising out of the Loan Documents or the transactions therein.

"***Participant Register***" is defined in ***Section 12.2(a)***.

"***Participants***" is defined in ***Section 12.2(a)***.

"***Partnership Agreement***" means that certain Second Amended and Restated Agreement of Limited Partnership of the Borrower dated as of the Closing Date, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"Payment Account Debtor" means any Account Debtor and any Person obligated on Chattel Paper or on General Intangible.

"***Payment Date***" means (a) with respect to interest payments due on any Floating Rate Loan (other than a Swingline Loan), the first day of each calendar month and the Facility Termination Date, (b) with respect to interest payments due on any Eurodollar Loan, (i) the last day of the applicable Interest Period and (ii) in the case of any Interest Period in excess of three (3) months, the day which is three (3) months after the first day of such Interest Period, and (iii) the Facility Termination Date, (c) with respect to any payment of LC Fees or Unused Commitment Fees, the first day of each calendar month and the Facility Termination Date, and (d) with respect to any Swingline Loan, the day that such Loan is required to be repaid and the Facility Termination Date.

"***Payment in Full***" means (a) the Aggregate Commitment has expired or been terminated, (b) the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been indefeasibly paid in full (other than contingent indemnification obligations), (c) all Letters of Credit shall have expired or terminated (or are cash collateralized or otherwise secured to the satisfaction of the LC Issuer) and all Reimbursement Obligations shall have been reimbursed and (d) all amounts due under Rate Management Transactions that constitute Secured Obligations shall have been indefeasibly paid in full in cash (or amounts due under such Rate Management Transactions are cash collateralized or otherwise secured to the satisfaction of the Rate Management Swap Party) (it is understood that the Agent shall be (i) permitted to rely on a certificate of an Authorized Officer of the Borrower to establish the foregoing in clause (d) and (ii) entitled to deem that the foregoing clause (d) has occurred with respect to any Rate Management Swap Party if it does not respond to a written request from the Agent or the Borrower to confirm that the foregoing clause (d) has occurred within two (2) Business Days of such request).

"***PBGC***" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"***Permitted Acquisition***" means any Acquisition (other than the Compression Acquisition) in connection with which each of the following conditions is met:

(a) the Borrower shall deliver to the Agent as soon as possible and in any event no later than seven (7) days prior to the consummation of each such Acquisition, the most recent draft (or, if available, executed copy) of the purchase agreement pursuant to which such Acquisition is to be consummated and an executed copy of the Purchase Agreement on the closing date of the Acquisition to the extent not previously delivered;

(b) prior to or substantially concurrently with the effectiveness of such Acquisition, the Borrower shall deliver to the Agent releases, UCC financing statements and UCC terminations, duly executed by the parties thereto, and accompanied by UCC searches demonstrating that, upon the effectiveness of such Acquisition and the recording and filing of any necessary documentation, the Agent will have, to the extent required under the Loan Documents, a first priority Lien (except for Permitted Liens) on all or substantially all of the assets to be acquired that are required under the Loan Documents to constitute Collateral;

(c) a Loan Party shall be the acquiring or surviving entity;

(d) no Default or Unmatured Default exists and is continuing, and the Acquisition will not cause a Default or Unmatured Default;

(e) prior to and immediately after giving effect thereto: (i) the Loan Parties shall be in compliance, on a *pro forma* basis, with the financial covenants set forth in ***Section 6.25*** and the Borrower shall have delivered to the Agent a Compliance Certificate from the chief financial officer or controller of the Borrower to such effect, together with all relevant financial information with respect to such acquired assets, including the aggregate consideration for such Acquisition and (ii) Availability, on a *pro forma* basis, shall be equal to or greater than $100,000,000 as of the most recently ended applicable period;

(f) such acquired Person, division or line of business of a Person is, or is engaged in, any business or business activity conducted by the Loan Parties on the Closing Date and any business or business activity incidental, complementary or otherwise reasonably related thereto

including any midstream business, or any business activity that is reasonably similar thereto or a reasonable extension, development or expansion thereof or ancillary thereto;

(g) such acquired assets, division or line of business located in and such acquired Person is organized under the laws of any jurisdiction of the United States or Canada;

(h) such Acquisition is consummated, in all material respects, in accordance with all applicable law; and

(i) to the extent applicable, the Loan Parties shall have complied with the provisions of ***Section 6.10***, ***Section 6.11*** and ***Section 6.12***.

Notwithstanding the foregoing, with respect to any assets acquired by the Borrower pursuant to a Permitted Acquisition that would satisfy the criteria for Eligible Accounts and/or Eligible Inventory, the Borrower acknowledges that until such time as the Agent has received an appraisal or a field examination of the books and records relating to any Person or assets acquired in such Permitted Acquisition as required by the Agent, such assets cannot be included as Eligible Accounts or Eligible Inventory, as applicable.

"***Permitted Discretion***" means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

"***Permitted Investors***" means each of (a) Energy Transfer Equity, L.P. ("***ETE***") and its controlling owners, (b) Energy Transfer Partners, L.P. ("***ETP***") and its controlling owners, and (c) any direct or indirect Wholly-Owned Subsidiary of ETE or ETP or their respective Wholly-Owned Subsidiaries.

"***Permitted Liens***" is defined in ***Section 6.19***.

"***Person***" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"***Plan***" means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any ERISA Affiliate may have any liability.

"***Platform***" is defined in ***Section 6.8(c)***.

"***Preferred Equity and Warrants***" means (i) the warrants and (ii) the perpetual preferred units (the "***Preferred Units***"), in each case, issued by the Borrower pursuant to the Series A Preferred Unit and Warrant Purchase Agreement, dated as of January 25, 2018, among the Purchasers party thereto and the Borrower (as amended, restated or otherwise modified in accordance with ***Section 6.22***), together with any PIK units issued in connection therewith.

"***Preferred Units***" is defined in the definition of Preferred Equity and Warrants.

"***Pricing Schedule***" means ***Schedule B*** attached hereto.

"***Prime Rate***" means the rate of interest *per annum* publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate at its offices at 270 Park Avenue in New York City; each

change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"***Property***" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"***Pro Rata Share***" means, with respect to any Lender, (a) with respect to Revolving Loans, LC Obligations, Swingline Loans or Protective Advances or with respect to all Credit Extensions in the aggregate prior to the Facility Termination Date, a portion equal to a fraction the numerator of which is such Lender's Commitment and the denominator of which is the Aggregate Commitment of all Lenders; *provided* that in the case of ***Section 2.24*** when a Defaulting Lender shall exist, any such Defaulting Lender's Commitment shall be disregarded in the calculation and (b) with respect to Protective Advances or with respect to all Credit Extensions in the aggregate after the Facility Termination Date, a portion equal to a fraction the numerator of which is such Lender's Credit Exposure and the denominator of which is the Aggregate Credit Exposure of all Lenders; *provided* that in the case of ***Section 2.24*** when a Defaulting Lender shall exist, any such Defaulting Lender's Commitment shall be disregarded in the calculation.

"***Protective Advances***" is defined in ***Section 2.1.5***.

"***PTE***" is defined in ***Section 10.18***.

"***Public Lender***" is defined in ***Section 6.8(c)***.

"***Purchasers***" is defined in ***Section 12.3(a)***.

"***Qualified ECP Guarantor***" means, in respect of any Rate Management Obligation owing to one or more Lenders or their respective Affiliates, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Rate Management Obligation or such other person as constitutes an "***eligible contract participant***" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "***eligible contract participant***" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"***Rate Management Obligations***" of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Rate Management Transactions, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions, including any obligation to pay or perform under any agreement, contract or transaction that constitutes a "***swap***" within the meaning of section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

"***Rate Management Swap Party***" means any Loan Party's counterparty that is a Lender or Affiliate of a Lender (at the time it enters into a Rate Management Transaction) under a Rate Management Transaction entered into with any Loan Party.

"***Rate Management Transaction***" means any transaction (including an agreement with respect thereto) now existing or hereafter entered by any Loan Party which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these

transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"***Register***" is defined in ***Section 12.3(d)***.

"***Regulation D***" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

"***Regulation U***" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

"***Reimbursement Obligations***" means, at any time, the aggregate of all obligations of the Loan Parties then outstanding under ***Section 2.1.2*** to reimburse the LC Issuer for amounts paid by the LC Issuer in respect of any one or more drawings under Facility LCs.

"***Relevant Parties***" is defined in ***Section 10.18***.

"***Reportable Event***" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty (30) days of the occurrence of such event; *provided*, *however*, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(c) of the Code.

"***Reports***" means reports prepared by JPMorgan Chase Bank, N.A. or another Person showing the results of appraisals, field examinations or audits pertaining to the Loan Parties' assets from information furnished by or on behalf of the Loan Parties, after JPMorgan Chase Bank, N.A. has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by JPMorgan Chase Bank, N.A. and such appraisals (but not the field examinations or audits) shall be delivered to the Borrower.

"***Required Lenders***" means Lenders in the aggregate having more than fifty percent (50%) of the Aggregate Commitment or, if the Aggregate Commitment has been terminated, Lenders in the aggregate holding more than fifty percent (50%) of the Aggregate Credit Exposure.

"***Reserve Requirement***" means, with respect to an Interest Period, the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D on Eurocurrency liabilities.

"***Reserves***" means any and all reserves which the Agent deems necessary, in its Permitted Discretion, to maintain (including reserves for accrued and unpaid interest on the Secured Obligations, Banking Services Reserves, reserves for rent at locations leased by any Loan Party and for consignee's, warehousemen's and bailee's charges, reserves for dilution of Accounts, reserves for Inventory shrinkage, reserves for customs charges and shipping charges related to any Inventory in transit, reserves for Rate Management Transactions, reserves for contingent liabilities of any Loan Party, reserves for uninsured

losses of any Loan Party and reserves for taxes, fees, assessments, and other governmental charges) with respect to the Collateral or any Loan Party.

"***Restricted Indebtedness***" is defined in ***Section 6.23(a)***.

"***Restricted Subsidiary***" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"***Revolving Loans***" means the revolving loans extended by the Lenders to the Borrower pursuant to ***Section 2.1.1***.

"***S&P***" means Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"***Sale and Leaseback Transaction***" means any sale or other transfer of Property by any Person with the intent to lease such Property as lessee.

"***Sanctioned Country***" means, at any time, a country or territory which is itself the subject or target of any Sanctions.

"***Sanctioned Person***" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, or the United Kingdom of Great Britain and Northern Ireland, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"***Sanctions***" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom of Great Britain and Northern Ireland.

"***Schedule***" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"***Second Amendment Closing Date***" means January 6, 2015.

"***Section***" means a numbered section of this Agreement, unless another document is specifically referenced.

"***Section 2.26 Additional Amendment***" is defined in ***Section 2.26***.

"***Secured Obligations***" means, collectively (i) the Obligations, (ii) all Banking Services Obligations, and (iii) all Rate Management Obligations of any Loan Party owing to one or more Rate Management Swap Parties; *provided* that the Lender party thereto (other than JPMorgan Chase Bank, N.A.) shall have delivered written notice to the Agent that such a Rate Management Transaction has been entered into and that it constitutes a Secured Obligation entitled to the benefits of the Collateral Documents; *provided*, *further*, that the definition of "***Secured Obligations***" shall not create any guaranty by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Rate Management Obligations of such Guarantor for purposes of determining any obligations of any Guarantor.

"***Secured Party***" means (a) the Agent, (b) the Lenders, (c) the LC Issuer, (d) each provider of Banking Services Obligations, to the extent the Banking Services Obligations in respect thereof constitute Secured Obligations, (e) each counterparty to any Rate Management Transaction, to the extent the

obligations thereunder constitute Secured Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (g) the successors and assigns of each of the foregoing.

"***Security Agreement***" means that certain Third Amended and Restated Security Agreement, dated as of the Closing Date, between the Loan Parties and the Agent.

"***Senior Managing Agent***" means each of The Bank of Nova Scotia, MUFG Union Bank, N.A. and SunTrust Bank, in each case in their capacity as a Senior Managing Agent.

"***Senior Notes***" means the senior notes issued by USA Compression Partners, LP and USA Compression Finance Corp. due 2026 in the principal amount of $725,000,000 bearing a coupon rate of 6.875%.

"***Settlement***" is defined in ***Section 2.1.3(e)***.

"***Settlement Date***" is defined in ***Section 2.1.3(e)***.

"***Significant Domestic Subsidiary***" means (i) each Domestic Subsidiary of the Borrower that is not an Excluded Subsidiary and (ii) each Subsidiary of the Borrower that guarantees the Senior Notes or any other third party Material Indebtedness of any Loan Party.

"***Specified Acquisition***" means (i) the Compression Acquisition and (ii) any Permitted Acquisition for a purchase price of not less than $15,000,000.

"***Specified Equity Contribution***" is defined in ***Section 6.25.3***.

"***Specified Existing Commitment***" means any Existing Commitments belonging to a Specified Existing Commitment Class.

"***Specified Existing Commitment Class***" is defined in ***Section 2.26***.

"***Stated Rate***" is defined in ***Section 2.25***.

"***Statutory Reserve Rate***" means a fraction (expressed as a decimal), the numerator of which is the number one (1) and the denominator of which is the number one (1), minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "***Eurocurrency Liabilities***" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"***Subject Compressor Packages***" means those certain Compressor Packages described on ***Exhibit B*** to the Consent Agreement.

"***Subordinated Indebtedness***" of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Secured Obligations to the written satisfaction of the Agent.

"***Subsidiary***" of a Person means, any corporation, partnership, limited liability company, association, joint venture or similar business organization more than fifty percent (50%) of the outstanding Capital Stock having ordinary voting power of which shall at the time be owned or controlled by such Person. Unless otherwise expressly provided, all references herein to a "***Subsidiary***" means a Subsidiary of the Borrower.

"***Substantial Portion***" means Property which represents more than ten percent (10%) of the consolidated assets of the Borrower and its Restricted Subsidiaries or property which is responsible for more than ten percent (10%) of the consolidated net sales or of the consolidated net income of the Borrower and its Restricted Subsidiaries, in each case, as would be shown in the consolidated financial statements of the Borrower and its Restricted Subsidiaries as at the beginning of the twelve-month period ending with the month in which such determination is made (or if financial statements have not been delivered hereunder for that month which begins the twelve-month period, then the financial statements delivered hereunder for the quarter ending immediately prior to that month).

"***Superior Parties***" means, collectively, Superior Pipeline Company, L.L.C., an Oklahoma limited liability company and Superior Pipeline Texas, L.L.C., an Oklahoma limited liability company.

"***Superior Purchase Option Agreement***" means that certain FMV Bargain Purchase Option Grant Agreement among USA Compression Partners and the Superior Parties, dated as of June 30, 2014, as in effect on such date.

"***Supporting Letter of Credit***" is defined in ***Section 2.1.2(l)***.

"***Swingline Exposure***" means, at any time, the sum of the aggregate undrawn amount of all outstanding Swingline Loans at such time. The Swingline Exposure of any Lender at any time shall be its Pro Rata Share of the total Swingline Exposure at such time.

"***Swingline Lender***" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder and its successors in such capacity.

"***Swingline Loan***" means a Loan made pursuant to ***Section 2.1.3***.

"***Syndication Agent***" means each of Barclays Bank PLC, Wells Fargo Bank, N.A., Regions Bank, and RBC Capital Markets (a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates), in each case in their capacity as a Syndication Agent.

"***Taxes***" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings (including backup withholdings) imposed by any Governmental Authority, and any and all liabilities with respect to the foregoing.

"***Tax Distributions***" means, for any calendar year or portion thereof of the Borrower during which the Borrower is a pass-through entity for United States federal income tax purposes (including, for the avoidance of doubt, a disregarded entity not treated as separate from its owner), payments and distributions that are distributed from the Borrower to the holders of its Capital Stock to make payments of U.S. federal, state, foreign and local income taxes (including estimates therefore) as a result of the Borrower's and its Subsidiaries' operations during such calendar year or portion thereof based on an assumed tax rate that is the greater of the highest stated marginal U.S. federal, state and local income tax rate that is applicable to

individuals or U.S. corporations (based on the income and operations generated by the Borrower and its Subsidiaries) and which takes into account the greater of the highest marginal income tax rate applicable to individuals or U.S. corporations for ordinary income or capital gain depending on the character of the Borrower and its Subsidiaries' income and gain and without taking into account the deductibility of state and local income taxes when computing federal taxable income.

"***Transferee***" is defined in ***Section 12.4***.

"***Type***", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"***Unmatured Default***" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"***Unrestricted Subsidiary***" means any Subsidiary which the Borrower has designated in writing to the Agent to be an Unrestricted Subsidiary in accordance with ***Section 6.12***.

"***Unused Commitment Fee***" is defined in ***Section 2.10(a)***.

"***U.S.***" means the United States of America.

"***U.S. Person***" means any "United States person" as defined in Section 7701(a)(30) of the Code.

"***USA Compression Holdings***" means USA Compression Holdings, LLC, a Delaware limited liability company.

"***USA Compression Partners***" means USA Compression Partners, LLC, a Delaware limited liability company.

"***USAC Leasing***" means USAC Leasing, LLC, a Delaware limited liability company.

"***USAC Leasing 2***" means USAC Leasing 2, LLC, a Texas limited liability company.

"***USAC OpCo 2***" means USAC OpCo 2, LLC, a Texas limited liability company.

"***Valuation Date***" means, with respect to any Appraised Value Report, the effective date of such Appraised Value Report.

"***Wholly-Owned Subsidiary***" of a Person means, any Subsidiary all of the outstanding Capital Stock of which shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

"***Withdrawal Liability***" means the liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such term is defined in Part I of Subtitle E of Title IV of ERISA.

"***Write-Down and Conversion Powers***" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official published rulings of a Governmental Authority having the force of law) and all judgments, orders and decrees of all Governmental Authorities. The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) except as otherwise provided herein, any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented, otherwise modified or replaced (subject to any restrictions on such amendments, restatements, amendments and restatements, supplements, modifications or replacements set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar

import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including", the word "to" means "to but excluding" and the word "through" means "through and including", (f) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (g) any reference in any definition to the phrase "at any time" or "for any period" shall refer to the same time or period for all calculations or determinations within such definition, (h) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (i) any reference herein to "knowledge of the Borrower" or to "the Borrower's knowledge" shall be construed to mean the actual knowledge of an Authorized Officer of the Borrower.

1.3 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided* that, if after the date hereof there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrower notifies the Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding anything to the contrary contained in this ***Section 1.3*** or the definitions of GAAP or of Capitalized Lease Obligations, in no event will any lease that would have been categorized as an operating lease as determined in accordance with GAAP prior to giving effect to the Financial Accounting Standards Board Accounting Standard Update 2016-02, Leases (Topic 842), issued in February 2016, or any other changes in GAAP subsequent to the Closing Date be considered a Capitalized Lease for purposes of the definition thereof or this Agreement.

1.4 UCC Terms. Unless otherwise defined herein, the following terms, as well as all uncapitalized terms which are defined in the UCC (whether or not capitalized or uncapitalized in the same manner therein) on the date hereof are used herein as so defined: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Letter of Credit Rights, Payment Intangibles, Proceeds, Securities Accounts, Supporting Obligations and Tangible Chattel Paper.

1.5 Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Revolving Loans with incremental loans or Extended Loans, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in immediately available funds", "in Cash" or any other similar requirement.

ARTICLE II
THE FACILITY

2.1 The Facility. As of the Closing Date, the aggregate outstanding principal balance of all Advances made to the Borrower pursuant to the Original Credit Agreement was $809,506,064.05, and such amount is unconditionally owed by the Borrower to Lenders, without offset, defense or counterclaim of any kind, nature or description whatsoever. Each Lender severally agrees, on the terms and conditions set forth in this Agreement, to (a) make Loans to the Borrower as set forth below and (b) participate in Facility LCs issued upon the request of the Borrower; *provided* that after giving effect to the making of each such Loan and the issuance of each such Facility LC, such Lender's Credit Exposure shall not exceed its Commitment; *provided, further,* that the Aggregate Credit Exposure shall not exceed the Aggregate Commitment. Any Extended Loans made in accordance with ***Section 2.26*** and an Extension Amendment shall be subject to this ***Article II*** and shall constitute Loans for all purposes hereunder. The LC Issuer will issue Facility LCs hereunder on the terms and conditions set forth in ***Section 2.1.2***. The Facility shall be composed of Revolving Loans, Swingline Loans, Protective Advances, and Facility LCs as set forth below:

2.1.1 Revolving Loans.

(a) Amount. (i) From and including the Closing Date and prior to the Facility Termination Date, each Lender severally (and not jointly) agrees, on the terms and conditions set forth in this Agreement, to make revolving loans (the "***Revolving Loans***") and participate in Facility LCs issued as set forth in ***Section 2.1.2***, to the Borrower, in amounts not to exceed such Lender's Pro Rata Share. Each Borrowing of Extended Loans under this Agreement shall be made by the Lenders of the relevant Extension Series thereof *pro rata* on the basis of their then-applicable Extended Commitments for the applicable Extension Series. If any advance of a Revolving Loan or participation in a Facility LC would exceed Availability, the Lenders will refuse to make or may otherwise restrict the making of Revolving Loans or the issuance of Facility LCs as the Required Lenders determine until such excess has been eliminated, subject to the Agent's authority, in its sole discretion, to make Protective Advances pursuant to the terms of ***Section 2.1.5***. The Revolving Loans may consist of Floating Rate Advances or Eurodollar Advances, or a combination thereof, selected by the Borrower in accordance with ***Sections 2.1.1(b)*** and ***2.7***. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow Revolving Loans at any time prior to the Facility Termination Date. The Commitments to extend credit under this ***Section 2.1.1(a)*** shall expire on the Facility Termination Date.

(ii) Increase in Aggregate Commitment. After the Closing Date, in the event that a Lender desires to increase its Commitment, or a bank or other entity that is not a Lender desires to become a Lender and provide an additional Commitment hereunder, and so long as no Default or Unmatured Default shall have occurred and be continuing or would result immediately after giving effect to such increase and with the prior written consent of the Agent, the Borrower shall have the right from time to time prior to the Facility Termination Date upon not less than thirty (30) days' prior written notice to the Agent to increase the Aggregate Commitment by an aggregate amount of up to $400,000,000 (subject to the terms and conditions set forth herein, "***Commitment Adjustment Event***"); *provided* that in no event shall the Aggregate Commitment be increased to an amount greater than $2,000,000,000; *provided, further*, that:

(A) if the Borrower and a Lender elect to increase such Lender's Commitment, the Borrower and such Lender shall execute and deliver to the Agent a certificate substantially in the form of ***Exhibit I*** attached hereto (a "***Commitment Increase Certificate***"), and the Borrower shall deliver a new Note payable to such Lender in the principal amount equal to its Commitment after giving effect to such increase, and otherwise duly completed;

(B) if the Borrower elects to increase the Aggregate Commitment by causing a bank or financial institution that at such time is not a Lender to become a Lender (an "***Additional Lender***"), the Borrower and such Additional Lender shall execute and deliver to the Agent, a certificate substantially in the form of ***Exhibit J*** hereto) (an "***Additional Lender Certificate***"), together with an ***Administrative Questionnaire*** as referred to in ***Exhibit G***, and the Borrower shall deliver a Note payable to such Additional Lender in a principal amount equal to its Commitment, and otherwise duly completed; *provided* that any such Additional Lender shall be approved by the Agent, Swingline Lender and LC Issuer (in each case, such approval not to be unreasonably withheld, conditioned or delayed) prior to such bank or financial institution becoming an Additional Lender hereunder;

(C) subject to acceptance and recording thereof pursuant to this ***subsection (ii)***, from and after the effective date specified in the Commitment Increase Certificate or the Additional Lender Certificate, as applicable (or if any Eurodollar Advance is outstanding, then on the last day of the Interest Period in respect of such Eurodollar Advance, unless the Borrower has paid compensation required with respect to such Eurodollar Advance): (a) the amount of the Aggregate Commitment, and the Commitment, shall be increased by the amount set forth therein and (b) in the case of an Additional Lender Certificate, any Additional Lender party thereto shall be a party to this Agreement and the other Loan Documents and have the rights and obligations of a Lender under this Agreement and the other Loan Documents. In addition, the Lender party to the Commitment Increase Certificate or Additional Lender, as applicable, shall purchase a *pro rata* portion of the outstanding Loans (and participation interests in Letters of Credit) of each of the other lenders (and such Lenders hereby agree to sell and to take all such further action to

effectuate such sale) such that each Lender (including any Additional Lender, if applicable) shall hold its respective percentage of the outstanding Loans (and participation interests) after giving effect to the increase in the Aggregate Commitment; and

(D) upon its receipt of a duly completed Commitment Increase Certificate or an Additional Lender Certificate, as applicable, executed by the Borrower and the Lender or the Additional Lender party thereto, as applicable, and, with respect to an Additional Lender, the Administrative Questionnaire referred to in ***Exhibit G***, the Agent shall accept such Commitment Increase Certificate or Additional Lender Certificate and record the information contained therein in the Register maintained by the Agent pursuant to ***Section 12.3(d)***. No increase in the Aggregate Commitment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this ***Section 12.3(d)***.

(b) Borrowing Procedures. The Borrower shall select the Type of Advance and, in the case of each Eurodollar Advance, the Interest Period applicable thereto, from time to time. The Borrower shall give the Agent irrevocable notice (a "***Borrowing Notice***") not later than 12:00 noon (Chicago time) on the Borrowing Date of each Floating Rate Advance and three (3) Business Days before the Borrowing Date for each Eurodollar Advance, specifying (in the form of ***Exhibit A*** for Eurodollar Advances): (1) the Borrowing Date, which shall be a Business Day, of such Advance; (2) the aggregate amount of such Advance; (3) the Type of Advance selected; *provided* that if the Borrower fails to specify the Type of Advance requested, such request shall be deemed a request for a Floating Rate Advance; and (4) the duration of the Interest Period if the Type of Advance requested is a Eurodollar Advance; *provided* that if the Borrower fails to select the duration of the Interest Period for the requested Eurodollar Advance, the Borrower shall be deemed to have requested that such Eurodollar Advance be made with an Interest Period of one (1) month.

(c) Pro Rata Advance. Promptly after receipt of a Borrowing Notice or telephonic notice in lieu thereof as permitted by ***Section 2.8***, the Agent shall notify the Lenders by telecopy, telephone, or e-mail of the requested Advance. Not later than 3:00 p.m. (Chicago time) on each Borrowing Date, each Lender shall make available its Revolving Loan in funds immediately available in Chicago to the Agent and the Agent will make the funds so received from the Lenders available to the Borrower at the Borrower's Funding Account as set forth in ***Section 2.5***.

2.1.2 Facility LCs.

(a) Issuance. The LC Issuer hereby agrees, on the terms and conditions set forth in this Agreement, to issue standby and commercial Letters of Credit (each, a "***Facility LC***") and to renew, extend, increase, decrease or otherwise modify each Facility LC ("***Modify***" and each such action a "***Modification***"), from time to time from and including the Closing Date and prior to the Facility Termination Date upon the request and for the account of the Borrower; *provided* that the maximum face amount of the Facility LC to be issued or Modified, does not exceed the lesser of (i) an amount equal to $20,000,000 minus the sum of (1) the aggregate undrawn amount of all outstanding Facility LCs at such time plus, without duplication, (2) the aggregate unpaid Reimbursement

Obligations with respect to all Facility LCs outstanding at such time and (ii) Availability. No Facility LC shall have an expiry date later than the earlier of (*x*) the fifth (5th) Business Day prior to the Facility Termination Date, and (*y*) one (1) year after its issuance; *provided* that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (*x*) above). Notwithstanding anything herein to the contrary, the LC Issuer shall have no obligation hereunder to issue, and shall not issue, any Facility LC (i) the proceeds of which would be made available to any Person (A) to fund any

activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions or (B) in any manner that would result in a violation of any Sanctions by any party to this Agreement, (ii) if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the LC Issuer from issuing such Facility LC, or any applicable law relating to the LC Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the LC Issuer shall prohibit, or request that the LC Issuer refrain from, the issuance of letters of credit generally or such Facility LC in particular or shall impose upon the LC Issuer with respect to such Facility LC any restriction, reserve or capital requirement (for which the LC Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the LC Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the LC Issuer in good faith deems material to it, or (iii) if the issuance of such Facility LC would violate one or more policies of the LC Issuer applicable to letters of credit generally; *provided* that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed not to be in effect on the Closing Date for purposes of clause (ii) above, regardless of the date enacted, adopted, issued or implemented.

(b) Participations. Upon the issuance or Modification by the LC Issuer of a Facility LC in accordance with this ***Section 2.1.2***, the LC Issuer shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender, and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the LC Issuer, a participation in such Facility LC (and each Modification thereof) and the related LC Obligations in proportion to its Pro Rata Share.

(c) Notice. Subject to ***Section 2.1.2(a)***, the Borrower shall give the LC Issuer notice prior to 12:00 noon (Chicago time) at least three (3) Business Days prior to the proposed date of issuance or Modification of each Facility LC, specifying the beneficiary, the proposed date of issuance (or Modification) and the expiry date of such Facility LC, and describing the proposed terms of such Facility LC and the nature of the transactions proposed to be supported thereby. Upon receipt of such notice, the LC Issuer shall promptly notify the Agent, and the Agent shall promptly notify each Lender, of the contents thereof and of the amount of such Lender's participation in such proposed Facility LC. The issuance or Modification by the LC Issuer of any Facility LC shall, in addition to the conditions precedent set forth in ***Article IV*** (the satisfaction of which the LC Issuer shall have no duty to ascertain), be subject to the conditions precedent that such Facility LC shall

be satisfactory to the LC Issuer and that the Borrower shall have executed and delivered such application agreement and/or such other instruments and agreements relating to such Facility LC as the LC Issuer shall have reasonably requested (each, a "***Facility LC Application***"). In the event of any conflict between the terms of this Agreement and the terms of any Facility LC Application, the terms of this Agreement shall control.

(d) Administration; Reimbursement by Lenders. Upon receipt from the beneficiary of any Facility LC of any demand for payment under such Facility LC, the LC Issuer shall notify the Agent and the Agent shall promptly notify the Borrower and each other Lender as to the amount to be paid by the LC Issuer as a result of such demand and the proposed payment date (the "***LC Payment Date***"). The responsibility of the LC Issuer to the Borrower and each Lender shall be only to determine that the documents (including each demand for payment) delivered under each Facility LC in connection with such presentment shall be in conformity in all material respects with such Facility LC. The LC Issuer shall endeavor to exercise the same care in the issuance and administration of the Facility LCs as it does with respect to letters of credit in which no participations are granted, it being understood that in the absence of any gross negligence or willful misconduct by the LC Issuer, each Lender shall be unconditionally and irrevocably liable without regard to the occurrence of any Default or any condition precedent whatsoever, to reimburse the LC Issuer on demand for (i) such Lender's Pro Rata Share of the amount of each payment made by the LC Issuer under each Facility LC to the extent such amount is not reimbursed by the Borrower pursuant to ***Section 2.1.2(e)*** plus (ii) interest on the foregoing amount to be reimbursed by such Lender, for each day from the date of the LC Issuer's demand for such reimbursement (or, if such demand is made after 12:00 noon (Chicago time) on such date, from the next succeeding Business Day) to the date on which such Lender pays the amount to be reimbursed by it, at a rate of interest per annum equal to the Federal Funds Effective Rate for the first three (3) days and, thereafter, at a rate of interest equal to the rate applicable to Floating Rate Advances.

(e) Reimbursement by Borrower. The Borrower shall be irrevocably and unconditionally obligated to reimburse the LC Issuer on or before the applicable LC Payment Date for any amounts to be paid by the LC Issuer (i) immediately upon any drawing under any Facility LC by Borrower automatically (and without any notice required to the Agent) requesting a Revolving Loan so long as the conditions set forth in ***Section 4.2*** are satisfied or (ii) within one (1) Business Day of any drawing under any Facility LC, in each case, without presentment, demand, protest or other formalities of any kind; *provided* that neither the Borrower nor any Lender shall hereby be precluded from asserting any claim for direct (but not special, indirect, consequential or punitive) damages suffered by the Borrower or such Lender to the extent, but only to the extent, caused by (i) the willful misconduct or gross negligence of the LC Issuer in determining whether a request presented under any Facility LC issued by it complied with the terms of such Facility LC or (ii) the LC Issuer's failure to pay under any Facility LC issued by it after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. All such amounts paid by the LC Issuer and remaining unpaid by the Borrower shall bear interest, payable on demand, for each day until paid at a rate *per annum* equal to (*x*) the rate applicable to Floating Rate Advances for such day if such day falls on or before the applicable LC Payment Date and (*y*) the sum of two percent (2.0%) plus the rate applicable to Floating Rate Advances for such day if such day falls after such LC Payment Date. The LC Issuer will pay to each Lender ratably in accordance with its Pro Rata Share all amounts received by it from the Borrower for application in payment, in whole or in part, of the Reimbursement Obligation in respect of any Facility LC issued by the LC Issuer, but only

to the extent such Lender has made payment to the LC Issuer in respect of such Facility LC pursuant to ***Section 2.1.2(d)***. Subject to the terms and conditions of this Agreement (including the submission of a Borrowing Notice in compliance with ***Section 2.1.1(b)*** and the satisfaction of the applicable conditions precedent set forth in ***Article IV***), the Borrower may request an Advance hereunder for the purpose of satisfying any Reimbursement Obligation.

(f) Obligations Absolute. The Borrower's obligations under this ***Section 2.1.2*** shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower may have or have had against the LC Issuer, any Lender or any beneficiary of a Facility LC. The Borrower further agrees with the LC Issuer and the Lenders that the LC Issuer and the Lenders shall not be responsible for, and the Borrower's Reimbursement Obligation in respect of any Facility LC shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, fraudulent or forged, or any dispute between or among the Borrower, any of its Affiliates, the beneficiary of any Facility LC or any financing institution or other party to whom any Facility LC may be transferred or any claims or defenses whatsoever of the Borrower or of any of its Affiliates against the beneficiary of any Facility LC or any such transferee. The LC Issuer shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Facility LC. The Borrower agrees that any action taken or omitted by the LC Issuer or any Lender under or in connection with each Facility LC and the related drafts and documents, if done without gross negligence or willful misconduct, shall be binding upon the Borrower and shall not put the LC Issuer or any Lender under any liability to the Borrower. Nothing in this ***Section 2.1.2(f)*** is intended to limit the right of the Borrower to make a claim against the LC Issuer for damages as contemplated by the proviso to the first sentence of ***Section 2.1.2(e)***.

(g) Actions of LC Issuer. The LC Issuer shall be entitled to rely, and shall be fully protected in relying, upon any Facility LC, draft, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the LC Issuer. The LC Issuer shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first have received such advice or concurrence of the Required Lenders as it reasonably deems appropriate or it shall first be indemnified to its reasonable satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Notwithstanding any other provision of this ***Section 2.1.2***, the LC Issuer shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon the Lenders and any future holders of a participation in any Facility LC.

(h) Indemnification. The Borrower hereby agrees to indemnify and hold harmless each Lender, the LC Issuer and the Agent, and their respective directors, officers, agents and employees from and against any and all claims and damages, losses, liabilities, costs or expenses which such Lender, the LC Issuer or the Agent may incur (or which may be claimed against such Lender, the LC Issuer or the Agent by any Person whatsoever) by

reason of or in connection with the issuance, execution and delivery or transfer of or payment or failure to pay under any Facility LC or any actual or proposed use of any Facility LC, including any claims, damages, losses, liabilities, costs or expenses which the LC Issuer may incur by reason of or in connection with (i) the failure of any other Lender to fulfill or comply with its obligations to the LC Issuer hereunder (but nothing herein contained shall affect any rights the Borrower may have against any Defaulting Lender) or (ii) on account of the LC Issuer issuing any Facility LC which specifies that the term "***Beneficiary***" included therein includes any successor by operation of law of the named Beneficiary, but which Facility LC does not require that any drawing by any such successor Beneficiary be accompanied by a copy of a legal document, satisfactory to the LC Issuer, evidencing the appointment of such successor Beneficiary; *provided* that the Borrower shall not be required to indemnify any Lender, the LC Issuer or the Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (*x*) the willful misconduct or gross negligence of the LC Issuer in determining whether a request presented under any Facility LC complied with the terms of such Facility LC or (*y*) the LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. Nothing in this ***Section 2.1.2(h)*** is intended to limit the obligations of the Borrower under any other provision of this Agreement.

(i) Lenders' Indemnification. Each Lender shall, ratably in accordance with its Pro Rata Share, indemnify the LC Issuer, its Affiliates and their respective directors, officers, agents and employees (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct or the LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of the Facility LC) that such indemnitees may suffer or incur in connection with this ***Section 2.1.2*** or any action taken or omitted by such indemnitees hereunder.

(j) Facility LC Collateral Account. The Borrower agrees that it will, upon the request of the Agent or the Required Lenders (which request shall be made with respect to a Facility LC constituting a standby letter of credit only during the continuance of a Default) and until the final expiration date of any Facility LC and thereafter as long as any amount is payable to the LC Issuer or the Lenders in respect of any Facility LC, maintain a special collateral account pursuant to arrangements satisfactory to the Agent (the "***Facility LC Collateral Account***") at the Agent's office at the address specified pursuant to ***Article XIII***, in the name of the Borrower but under the sole dominion and control of the Agent, for the benefit of the Lenders and in which the Borrower shall have no interest other than as set forth in ***Section 8.1***. Nothing in this ***Section 2.1.2(j)*** shall either obligate the Agent to require the Borrower to deposit any funds in the Facility LC Collateral Account or limit the right of the Agent to release any funds held in the Facility LC Collateral Account in each case other than as required by ***Section 8.1***. The Borrower hereby grants to the Agent, on behalf of and for the ratable benefit of the Lenders and the LC Issuer, a security interest in all of the Borrower's right, title and interest in and to all funds which may from time to time be on deposit in the Facility LC Collateral Account to secure the prompt and complete payment and performance of the Secured Obligations. The Agent will invest any funds on deposit from time to time in the Facility LC Collateral Account in certificates of deposit of JPMorgan Chase Bank, N.A. having a maturity not exceeding thirty (30) days.

(k) Rights as a Lender. In its capacity as a Lender, the LC Issuer shall have the same rights and obligations as any other Lender.

(l) Termination of the Facility. If, notwithstanding the provisions of this ***Section 2.1.2***, any Facility LC is outstanding upon the earlier of (*x*) the termination of this Agreement and (*y*) the Facility Termination Date, then upon such termination the Borrower shall deposit with the Agent, for the benefit of the Agent and the Lenders, with respect to all LC Obligations, as the Agent in its discretion shall specify, either (i) a standby letter of credit (a "***Supporting Letter of Credit***"), in form and substance satisfactory to the Agent, issued by an issuer satisfactory to the Agent, in a stated amount, equal to one-hundred three percent (103%) of the difference of (*x*) the amount of LC Obligations at such time less (*y*) the amount on deposit in the Facility LC Collateral Account at such time which is free and clear of all rights and claims of third parties and has not been applied against the Obligations (such difference, the "***Collateral Shortfall Amount***"), under which Supporting Letter of Credit the Agent is entitled to draw amounts necessary to reimburse the Agent, the LC Issuer and the Lenders for payments to be made by the Agent, the LC Issuer and the Lenders under any such Facility LC and any fees and expenses associated with such Facility LC or (ii) cash, in immediately available funds, in an amount equal to one-hundred three percent (103%) of the Collateral Shortfall Amount to be held in the Facility LC Collateral Account. Such Supporting Letter of Credit or deposit of cash shall be held by the Agent, for the benefit of the Agent and the Lenders, as security for, and to provide for the payment of, the aggregate undrawn amount of such Facility LC remaining outstanding.

2.1.3 Swingline Loans.

(a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans to the Borrower, from time to time during the Availability Period, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding $20,000,000 or (ii) the sum of the total Credit Exposures exceeding the lesser of the total Commitments and Availability; *provided* that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan; *provided*, *further*, that each Swingline Loan shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. To request a Swingline Loan, the Borrower shall notify the Agent of such request by telephone (confirmed by facsimile), not later than 3:00 p.m. (Chicago time) on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Agent will promptly advise the Swingline Lender of any such notice received from the Borrower. The Swingline Lender shall make each Swingline Loan available to the Borrower by means of a credit to the Funding Account(s) (or, in the case of a Swingline Loan made to finance the reimbursement of amounts paid by the LC Issuer upon any drawing under any Facility LC as provided in ***Section 2.1.1(e)***, by remittance to the LC Issuer, and in the case of repayment of another Loan or fees or expenses as provided by ***Sections 2.1.5*** or ***2.18(b)***, by remittance to the Agent to be distributed to the Lenders) by 4:00 p.m. (Chicago time) on the requested date of such Swingline Loan. In addition, the Borrower hereby authorizes the Swingline Lender to, and the Swingline Lender shall, subject to the terms and conditions set forth herein (but without any further written notice required), not later than 1:00 p.m. (Chicago time) on each Business Day, make available to the Borrower by means of a credit to the Funding Account(s), the proceeds of a Swingline Loan to the extent

necessary to pay items to be drawn on any Collateral Deposit Account that day (as determined based on notice from the Agent).

(b) The Swingline Lender may by written notice given to the Agent not later than 11:00 a.m. (Chicago time) on any Business Day require the Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which the Lenders will participate. Promptly upon receipt of such notice, the Agent will give notice thereof to each Lender, specifying in such notice such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Agent, for the account of the Swingline Lender, such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of an Unmatured Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever (except as otherwise required by applicable law). Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in ***Section 2.1.1(c)*** with respect to Loans made by such Lender (and ***Section 2.1.1(c)*** shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Agent; any such amounts received by the Agent shall be promptly remitted by the Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; *provided* that any such payment so remitted shall be repaid to the Swingline Lender or to the Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(c) The Agent, the Swingline Lender and the Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower requests a Floating Rate Advance, the Swingline Lender may elect to have the terms of this ***Section 2.1.3(c)*** apply to such Borrowing Notice by advancing, on behalf of the Lenders and in the amount requested, same day funds to the Borrower, on the applicable Borrowing Date to the Funding Account(s) (each such Loan made solely by the Swingline Lender pursuant to this ***Section 2.1.3(c)*** is referred to in this Agreement as a "***Swingline Loan***"), with settlement among them as to the Swingline Loans to take place on a periodic basis as set forth in ***Section 2.1.3(e)***. Each Swingline Loan shall be subject to all the terms and conditions applicable to other Floating Rate Advances funded by the Lenders, except that all payments thereon shall be payable to the Swingline Lender solely for its own account. All Swingline Loans shall be Floating Rate Advances.

(d) Upon the making of a Swingline Loan (whether before or after the occurrence of an Unmatured Default and regardless of whether a Settlement has been

requested with respect to such Swingline Loan), each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Pro Rata Share of the Commitment. The Swingline Lender may, at any time, require the Lenders to fund their participations. From and after the date, if any, on which any Lender is required to fund its participation in any Swingline Loan purchased hereunder, the Agent shall promptly distribute to such Lender, such Lender's Pro Rata Share of all payments of principal and interest and all proceeds of Collateral received by the Agent in respect of such Loan.

(e) The Agent, on behalf of the Swingline Lender, shall request settlement (a "***Settlement***") with the Lenders on at least a weekly basis or on any date that the Agent elects, by notifying the Lenders of such requested Settlement by facsimile, telephone, or e-mail no later than 12:00 noon (Chicago time) on the date of such requested Settlement (the "***Settlement Date***"). Each Lender (other than the Swingline Lender, in the case of the Swingline Loans) shall transfer the amount of such Lender's Pro Rata Share of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Agent, to such account of the Agent as the Agent may designate, not later than 2:00 p.m. (Chicago time) on such Settlement Date. Settlements may occur during the existence of an Unmatured Default and whether or not the applicable conditions precedent set forth in ***Section 4.02*** have then been satisfied. Such amounts transferred to the Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with Swingline Lender's Pro Rata Share of such Swingline Loan, shall constitute Revolving Loans of such Lenders, respectively. If any such amount is not transferred to the Agent by any Lender on such Settlement Date, the Swingline Lender shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in ***Section 2.24***.

2.1.4 [Reserved.]

2.1.5 Protective Advances. Subject to the limitations set forth below, the Agent is authorized by the Borrower and the Lenders, from time to time in the Agent's sole discretion (but shall have absolutely no obligation to) during the continuation of a Unmatured Default or Default, to make Advances to the Borrower, on behalf of all Lenders, in an aggregate amount outstanding at any time not to exceed ten percent (10%) of the Borrowing Base, which the Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the Borrower pursuant to the terms of this Agreement, including costs, fees, and expenses as described in ***Section 9.5*** (any of such Advances are herein referred to as "***Protective Advances***"); *provided* that no Protective Advance shall cause the Aggregate Credit Exposure to exceed the Aggregate Commitment. Protective Advances may be made even if the conditions precedent set forth in ***Section 4.2*** have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Agent in and to the Collateral and shall constitute Obligations hereunder. All Protective Advances shall be Floating Rate Advances, shall bear interest at the default rate set forth in ***Section 2.12*** and shall be payable on the earlier of demand or the Facility Termination Date. The Required Lenders may at any time revoke the Agent's authorization to make Protective Advances. Any such revocation must be in writing and shall become effective prospectively upon the Agent's receipt thereof. At any time that there is sufficient Availability and the conditions precedent set forth in ***Section 4.2*** have been satisfied, the Agent may request the Lenders to make a Revolving Loan to repay a Protective Advance. At any other time the Agent may require the Lenders to fund

their risk participations described in ***Section 2.2***. The Agent shall notify the Lenders of the making of any Protective Advance within two (2) Business Days thereafter and will endeavor to give the Lenders notice in advance of making any Protective Advance when practical.

2.2 Ratable Loans; Risk Participation. Except as otherwise provided below, each Advance made in connection with a Revolving Loan shall consist of Loans made by each Lender in an amount equal to such Lender's Pro Rata Share. Each Advance made in connection with a Swingline Loan shall consist of Loans made by the Lenders as provided in ***Section 2.1.3***. Upon the making of an Advance by the Agent in connection with a Protective Advance (whether before or after the occurrence of a Default or an Unmatured Default and regardless of whether the Agent has requested a Settlement with respect to such Protective Advance), the Agent shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Agent, without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Pro Rata Share of the Aggregate Commitment. From and after the date, if any, on which any Lender is required to fund its participation in any Swingline Loan or Protective Advance purchased hereunder, the Agent shall promptly distribute to such Lender, such Lender's Pro Rata Share of all payments of principal and interest and all proceeds of Collateral received by the Agent in respect of such Loan.

2.3 Payment of the Obligations. The Borrower shall repay the outstanding principal balance of the Loans (other than Extended Loans), together with all other Obligations (other than Obligations in respect of Extended Loans), including all accrued and unpaid interest thereon, on the related Facility Termination Date; *provided*, *however*, that the Borrower shall repay the unpaid principal amount of each Swingline Loan to the Swingline Lender (or Agent, as provided in ***Section 2.1.3(b)***) on the earlier of the Facility Termination Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two (2) Business Days after such Swingline Loan is made; *provided*, *further*, that on each date that a Revolving Loan is made, the Borrower shall repay all Swingline Loans then outstanding. . The Borrower shall repay the outstanding principal balance of any Extended Loans in respect of each Extension Series and all other Obligations in respect thereof, on the relevant maturity date for such Extension Series of Extended Commitments.

2.4 Minimum Amount of Each Advance. Each Eurodollar Advance shall be in the minimum amount of $1,000,000 and in multiples of $100,000 if in excess thereof. Floating Rate Advances may be in any amount.

2.5 Funding Account. The Borrower shall have delivered to the Agent, on the Original Closing Date, a notice setting forth the deposit account of a Loan Party (the "***Funding Account***") to which the Agent is authorized by the Borrower to transfer the proceeds of any Advances requested pursuant to

this Agreement. The Borrower may designate one or more replacement Funding Accounts or additional Funding Accounts from time to time by written notice executed by an Authorized Officer delivered to the Agent. Any designation by the Borrower of the Funding Account must be reasonably acceptable to the Agent.

2.6 Reliance Upon Authority; No Liability. The Agent is entitled to rely conclusively on any Authorized Individual's request for Advances hereunder, so long as the proceeds thereof are to be transferred to the Funding Account. The Agent shall have no duty to verify the identity of any individual representing himself or herself as an Authorized Individual authorized by the Borrower to make such requests on its behalf. The Agent shall not incur any liability to the Borrower as a result of acting upon any notice referred to in ***Section 2.1*** which the Agent reasonably believes to have been given by an Authorized Individual. The crediting of Advances to the Funding Account shall conclusively establish the obligation of the Borrower to repay such Advances as provided herein.

2.7 Conversion and Continuation of Outstanding Advances. Floating Rate Advances shall continue as Floating Rate Advances unless and until such Floating Rate Advances are converted into Eurodollar Advances pursuant to this ***Section 2.7*** or are repaid in accordance with this Agreement. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Floating Rate Advance unless (*x*) such Eurodollar Advance is or was repaid in accordance with this Agreement or (*y*) the Borrower shall have given the Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Eurodollar Advance continue as a Eurodollar Advance for the same or another Interest Period. Subject to the terms of ***Section 2.4***, the Borrower may elect from time to time to convert all or any part of a Floating Rate Advance into a Eurodollar Advance. The Borrower shall give the Agent irrevocable notice in the form of ***Exhibit B*** (a "***Conversion/Continuation Notice***") of each conversion of a Floating Rate Advance into a Eurodollar Advance or continuation of a Eurodollar Advance not later than 1:00 p.m. (Chicago time) at least three (3) Business Days prior to the date of the requested conversion or continuation, specifying (i) the requested date, which shall be a Business Day, of such conversion or continuation, (ii) the aggregate amount and Type of the Advance which is to be converted or continued, and (iii) the amount of such Advance which is to be converted into or continued as a Eurodollar Advance and the duration of the Interest Period applicable thereto. This ***Section 2.7*** shall not apply to Swingline Loans, which may not be converted or continued.

2.8 Telephonic Notices. The Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of the Borrower, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. The Borrower agrees to deliver promptly to the Agent a written confirmation, if such confirmation is requested by the Agent or any Lender, of each telephonic notice signed by an Authorized Individual. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

2.9 Notification of Advances, Interest Rates and Repayments. Promptly after receipt thereof, the Agent will notify each Lender of the contents of each Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. Promptly after notice from the LC Issuer, the Agent will notify each Lender of the contents of each request for issuance of a Facility LC hereunder or any Modification. The Agent will notify each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give each Lender prompt notice of each change in the Alternate Base Rate.

2.10 Fees.

(a) Unused Commitment Fee. The Borrower agrees to pay to the Agent, for the account of each Lender in accordance with such Lender's Pro Rata Share, an unused commitment fee at a *per annum* rate equal to the Applicable Fee Rate on the average daily Available Commitment, payable on each Payment Date hereafter and on the Facility Termination Date (the "***Unused Commitment Fee***").

(b) LC Fees. The Borrower shall pay to the Agent, for the account of the Lenders ratably in accordance with their respective Pro Rata Shares, a letter of credit fee at a *per annum* rate equal to the Applicable Margin for Eurodollar Loans in effect from time to time on the average daily undrawn stated amount under each Facility LC, such fee to be payable in arrears on each Payment Date (the "***LC Fee***"). The Borrower shall also pay to the LC Issuer for its own account documentary and processing charges in connection

with the issuance or Modification of and draws under Facility LCs in accordance with the LC Issuer's standard schedule for such charges as in effect from time to time.

(c) Agent and Arranger Fees. The Borrower agrees to pay to the Agent and the Arrangers, such additional fees as are specified in the Fee Letter. The closing fee payable pursuant to the Fee Letter shall be paid to Agent as set forth herein, for the account of each Lender in accordance with such Lender's Pro Rata Share. All other fees payable pursuant to the Fee Letter shall be payable to the Agent or Arrangers, as applicable, for their own account.

2.11 Interest Rates. Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Floating Rate Advance pursuant to ***Section 2.7***, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to ***Section 2.7*** hereof, at a rate *per annum* equal to the Floating Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the interest rate determined by the Agent as applicable to such Eurodollar Advance based upon the Borrower's selections under ***Sections 2.1.1*** and ***2.7*** and otherwise in accordance with the terms hereof. No Interest Period may end after the Facility Termination Date. If at any time Loans are outstanding with respect to which the Borrower has not delivered a notice to the Agent specifying the basis for determining the interest rate applicable thereto, those Loans shall bear interest at the Floating Rate.

2.12 Eurodollar Advances Post Default; Default Rates. Notwithstanding anything to the contrary contained hereunder, during the continuance of a Default or Unmatured Default, the Agent or the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the

option of the Required Lenders notwithstanding any provision of ***Section 8.3*** requiring unanimous consent of the Lenders to reductions in interest rates), declare that no Advance may be made as, converted into or continued as a Eurodollar Advance. During the continuance of a Default, the Agent or the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of ***Section 8.3*** requiring unanimous consent of the Lenders to reductions in interest rates), declare that (i) each Eurodollar Advance shall bear interest for the remainder of the applicable Interest Period at the rate otherwise applicable to such Interest Period plus two percent (2%) *per annum*, (ii) each Floating Rate Advance shall bear interest at a rate *per annum* equal to the Floating Rate in effect from time to time plus two percent (2%) *per annum*, and (iii) the LC Fee shall be increased by two percent (2%) *per annum*; *provided* that during the continuance of a Default under ***subsection (f)*** or ***(g)*** of ***Article VII***, the interest rates set forth in ***clauses (i)*** and ***(ii)*** above and the increase in the LC Fee set forth in ***clause (iii)*** above shall be applicable to all Credit Extensions without any election or action on the part of the Agent or any Lender.

2.13 Interest Payment Dates; Interest and Fee Basis. Interest accrued on each Floating Rate Advance shall be payable on each Payment Date, commencing with the first such date to occur after the date hereof and at maturity. Interest accrued on each Eurodollar Advance shall be payable on the last day of its applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three (3) months shall also be payable on the last day of each three (3) month interval during such Interest Period. Interest on all Advances, unused commitment fees and LC Fees shall be calculated for actual days elapsed on the basis of a 360-day year. Interest on all Floating Rate Advances shall be calculated for actual days elapsed on the basis of 365 or 366 day year, as appropriate. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if

payment is received prior to noon (local time) at the place of payment. If any payment of principal of or interest on an Advance shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment. After giving effect to any Loan, Advance, continuation, or conversion of any Eurodollar Borrowing, there may not be more than six (6) different Interest Periods in effect at the same time hereunder.

2.14 Voluntary Prepayments. The Borrower may from time to time prepay, without penalty or premium, all or any portion of the outstanding Floating Rate Advances upon prior written notice to the Agent. The Borrower may also from time to time prepay, subject to the payment of any funding indemnification amounts required by ***Section 3.4***, but without penalty or premium, all outstanding Eurodollar Advances, or, in a minimum aggregate amount of $1,000,000 or any integral multiple of $500,000 in excess thereof, any portion of the outstanding Eurodollar Advances upon three (3) Business Days' prior notice to the Agent.

2.15 Mandatory Prepayments.

(a) Borrowing Base Compliance. The Borrower shall immediately repay the Revolving Loans, Swingline Loans, and/or Reimbursement Obligations if at any time the Aggregate Credit Exposure exceeds the lesser of (i) the Aggregate Commitment and (ii) the Borrowing Base, to the extent required to eliminate such excess. If any such excess remains after repayment in full of all outstanding Revolving Loans, Swingline Loans and Reimbursement Obligations, the Borrower shall provide cash collateral or a Supporting Letter of Credit for the LC Obligations in the manner set forth in ***Section 2.1.2(l)*** to the extent required to eliminate such excess.

(b) Sale of Assets. Any Net Cash Proceeds received by any Loan Party to be applied to the Obligations in accordance with ***Section 6.17*** shall be applied first, to pay the principal of the Protective Advances, second, to pay the principal of the Swingline Loans, third, to pay the principal of the Revolving Loans and unpaid Reimbursement Obligations without a concomitant reduction in the Commitment, and fourth, to cash collateralize outstanding Facility LCs.

(c) Insurance/Condemnation Proceeds. Any Net Cash Proceeds in respect of insurance or condemnation proceeds to be applied to the Obligations in accordance with ***Section 6.6(c)*** shall be applied as follows: (i) insurance proceeds from casualties or losses to cash or Inventory included in the calculation of the Borrowing Base shall be applied, first, to the Protective Advances, second, to the Revolving Loans and Swingline Loans, and third, to cash collateralize outstanding Facility LCs; and (ii) insurance or condemnation proceeds from casualties or losses to Equipment included in the calculation of the Borrowing Base shall be applied first, to pay the principal of the Protective Advances, second, to pay the principal of the Revolving Loans and Swingline Loans, and third, to cash collateralize outstanding Facility LCs. The Commitment shall not be permanently reduced by the amount of any such prepayments. If the precise amount of insurance or condemnation proceeds allocable to Inventory as compared to Equipment is not otherwise determined, the allocation and application of those proceeds shall be determined by the Agent, in its Permitted Discretion.

(d) General. Without in any way limiting the foregoing, promptly upon receipt by any Loan Party of proceeds of any sale of any Collateral that is included in the calculation of the Borrowing Base, the Borrower shall cause such Loan Party to deliver

such proceeds to the Agent, or deposit such proceeds in a deposit account subject to a Deposit Account Control Agreement. All of such proceeds shall be applied as set forth above or otherwise as provided in ***Section 2.19***. Nothing in this ***Section 2.15*** shall be construed to constitute the Agent's or any Lender's consent to any transaction that is not permitted by other provisions of this Agreement or the other Loan Documents. Nothing in this ***Section 2.15*** shall be construed to constitute a permanent reduction in the Aggregate Commitment or to prejudice the Borrower's rights under ***Section 2.1.1(a)(i)***, subject to the terms of this Agreement, to borrow, repay and reborrow Revolving Loans at any time prior to the Facility Termination Date.

2.16 Borrower's Reduction of Commitment. Prior to the Facility Termination Date, the Borrower may, upon three (3) Business Days' prior written notice to Agent, permanently reduce (but not terminate) the Commitments to a lesser amount; *provided* that each such reduction in the aggregate must be $5,000,000 or a higher integral multiple of $1,000,000. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments; *provided* that the Borrower may elect to terminate (and prepay the revolving exposure associated with) the Commitments constituting any Existing Commitment or Extended Commitment, as applicable, with the earliest occurring Facility Termination Date prior to terminating any other Class of Commitments.

2.17 Termination of the Facility.

(a) Without limiting ***Section 2.3*** or ***Section 8.1***, (a) the Aggregate Commitments shall expire on the Facility Termination Date and (b) the Aggregate Credit Exposure and all other unpaid Obligations shall be paid in full by the Borrower on the Facility Termination Date.

(b) The Borrower may terminate this Agreement upon at least three (3) Business Days' prior written notice thereof to the Agent and the Lenders, upon (i) the payment in full of all outstanding Loans, together with accrued and unpaid interest thereon, (ii) the cancellation and return of all outstanding Facility LCs (or alternatively, with respect to each such Facility LC, the furnishing to the Agent of a cash deposit or Supporting Letter of Credit as required by ***Section 2.1.2(l)***), (iii) the payment in full of all reimbursable expenses and other Obligations together with accrued and unpaid interest thereon, and (iv) the payment in full of any amount due under ***Section 3.4***.

(c) The Borrower may not prepay Extended Loans of any Extension Series unless such prepayment is accompanied by a *pro rata* repayment of Existing Loans of the Specified Existing Commitment Class of the Existing Class from which such Extended Loans and Extended Commitments were converted (or such Loans and Commitments of the Existing Class have otherwise been repaid and terminated in full).

2.18 Method of Payment.

(a) All payments of the Obligations hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to ***Article XIII***, or at any other Lending Installation of the Agent specified in writing by the Agent to the Borrower, by 1:00 p.m. (Chicago time) with respect to all Swingline Loans and by 3:00 p.m. (Chicago time) on the date when due and shall be applied ratably by the Agent among the Lenders except payments made on Swingline Loans, which shall be applied among the Lenders as provided in ***Section 2.1.3***. Any payment received by the Agent or Swingline Lender after such time shall be deemed to

have been received on the following Business Day and any applicable interest or fee shall continue to accrue. Solely for purposes of determining the amount of Loans available for borrowing purposes, checks and cash or other immediately available funds from collections of items of payment and proceeds of any Collateral shall be applied in whole or in part against the Obligations, on the day of receipt, subject to actual collection. Each payment delivered to the Agent or Swingline Lender for the account of any Lender shall be delivered promptly by the Agent or Swingline Lender to such Lender in the same type of funds that the Agent or Swingline Lender received at its address specified pursuant to ***Article XIII*** or at any Lending Installation specified in a notice received by the Agent or Swingline Lender from such Lender.

(b) At the election of the Agent, all payments of principal, interest, reimbursement obligations in connection with Facility LCs, fees, premiums, reimbursable expenses (including all reimbursement for fees and expenses pursuant to ***Section 9.5***), and other sums payable under the Loan Documents, may be paid from (x) the proceeds of Advances made hereunder whether made following a request by the Borrower pursuant to ***Section 2.1*** or a deemed request as provided in this ***Section 2.18*** or may be deducted from the Funding Account or any other deposit account of the Loan Parties maintained with the Agent or (y) amounts on deposit in the Funding Account or Collection Account. The Borrower hereby irrevocably authorizes (i) the Agent to make an Advance for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Swingline Loans and Protective Advances) and that all such Advances shall be deemed to have been requested pursuant to ***Section 2.1*** and (ii) the Agent to charge the Funding Account, Collection Account or any other deposit account of the Loan Parties maintained with JPMorgan Chase Bank, N.A. for (A) each payment of interest and fees as it becomes due hereunder or (B) any principal then outstanding or any other amount due under the Loan Documents.

2.19 Apportionment, Application, and Reversal of Payments. Except as otherwise required pursuant to ***Section 2.1.3*** or ***2.20***, principal and interest payments shall be apportioned ratably among the Lenders as set forth in this ***Article II*** and payments of the fees shall, as applicable, be apportioned ratably among the Lenders, except for fees payable solely to the Agent or the LC Issuer and except as provided in ***Section 2.10(c)***. All payments shall be remitted to the Agent and all such payments not relating to principal or interest of specific Loans or not constituting payment of specific fees as specified by the Borrower, and all proceeds of any Collateral received by the Agent, shall be applied, ratably, subject to the provisions of this Agreement: first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Agent from the Borrower (other than in connection with Banking Services or Rate Management Obligations); second, to pay any fees or expense reimbursements then due to the Lenders from the Borrower (other than in connection with Banking Services or Rate Management Obligations); third, to pay interest due in respect of the Protective Advances; fourth, to pay the principal of the Protective Advances; fifth, to pay interest due in respect of the Revolving Loans and Swingline Loans (other than Protective Advances); sixth, to pay or prepay (a) principal of the Revolving Loans and Swingline Loans (other than Protective Advances) and unpaid reimbursement obligations in respect of Facility LCs and (b) to payment of any amounts owing under Rate Management Obligations (i) to the extent either (x) the applicable Secured Party has provided notice to the Agent in accordance with the definition of Secured Obligations or (y) to the extent such Rate Management Obligations appear on (A) the Borrower's reports pursuant to ***Section 6.1(m)*** and/or (B) ***Schedule 5.30A*** and (ii) for which Reserves have been established; seventh, to pay an amount to the Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Facility LCs and the aggregate amount of any unpaid reimbursement obligations in respect of Facility LCs, to be held as cash collateral for such Obligations; eighth, to payment of any amounts owing

with respect to Banking Services Obligations to the extent such Banking Services Obligations appear on (A) the Borrower's reports pursuant to ***Section 6.1(m)*** and/or (B) ***Schedule 5.30B***; and ninth, to the payment of any other Secured Obligation due to the Agent, any Lender, the LC Issuer or the counterparty to any Rate Management Obligation that is a Secured Party. Notwithstanding the foregoing amounts received from any Loan Party shall not be applied to any Excluded Rate Management Obligation of such Loan Party. Notwithstanding anything to the contrary contained in this Agreement, unless so

directed by the Borrower, or unless a Default is in existence, neither the Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan, except (a) on the expiration date of the Interest Period applicable to any such Eurodollar Loan or (b) in the event, and only to the extent, that there are no outstanding Floating Rate Loans and, in any event, the Borrower shall pay the Eurodollar breakage losses in accordance with ***Section 3.4***. The Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations, so long as due in the same order provided herein.

2.20 Settlement. Except with respect to Swingline Loans, each Lender's funded portion of the Loans is intended by the Lenders to be equal at all times to such Lender's Pro Rata Share of the outstanding Loans. Notwithstanding such agreement, the Agent, JPMorgan Chase Bank, N.A., and the Lenders agree (which agreement shall not be for the benefit of or enforceable by the Loan Parties) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among them as to the Loans shall take place on a periodic basis as follows, except as otherwise provided in ***Section 2.1.3***. The Agent shall request Settlement with the Lenders on at least a weekly basis, or on a more frequent basis at the Agent's election, by notifying the Lenders of such requested Settlement by telecopy, telephone, or e-mail no later than 12:00 noon (Chicago time) on the Settlement Date. Each Lender shall transfer the amount of such Lender's Pro Rata Share of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Agent, to such account of the Agent as the Agent may designate, not later than 2:00 p.m. (Chicago time), on the Settlement Date applicable thereto. Settlements may occur during the existence of a Default or an Unmatured Default and whether or not the applicable conditions precedent set forth in ***Section 4.2*** have then been satisfied. Such amounts transferred to the Agent shall be applied against the amounts of the applicable Loan and shall constitute Revolving Loans of such Lenders, respectively. If any such amount is not transferred to the Agent by any Lender on the Settlement Date applicable thereto, the Agent shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in ***Section 2.24***.

2.21 Indemnity for Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, the Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Agent or such Lender and the Borrower shall be liable to pay to the Agent and the Lenders, and the Borrower hereby indemnifies the Agent and the Lenders and holds the Agent and the Lenders harmless for the amount of such payment or proceeds surrendered except to the extent that they are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Lenders. The provisions of this ***Section 2.21*** shall be and remain effective notwithstanding any contrary action which may have been taken by the Agent or any Lender in reliance upon such payment or application of proceeds, and any such contrary action so taken shall be without prejudice to the Agent's and the Lenders' rights under this Agreement and shall be deemed to have been conditioned upon such payment or application of proceeds having become final and irrevocable. The provisions of this ***Section 2.21*** shall survive the termination of this Agreement.

2.22 Noteless Agreement; Evidence of Indebtedness.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall also maintain accounts in which it will record (i) the amount of each Loan extended hereunder, the Type thereof and the Interest Period with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the original stated amount of each Facility LC and the amount of LC Obligations outstanding at any time, and (iv) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries maintained in the accounts maintained pursuant to ***Section 2.22 (a)*** and ***(b)*** shall be *prima facie* evidence of the existence and amounts of the Obligations therein recorded; *provided*, *however*, that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(d) Any Lender may request that its Revolving Loans be evidenced by a promissory note in substantially the form of ***Exhibit C*** (as amended, modified or supplemented from time to time, a "***Note***"). In such event, the Borrower shall prepare, execute and deliver to such Lender such Note payable to such Lender. Thereafter, the Revolving Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to ***Section 12.3***) be represented by one or more Notes payable to the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Revolving Loans once again be evidenced as described in ***Section 2.22 (a)*** and ***(b)***.

2.23 Lending Installations. Each Lender may book its Loans and its participation in any LC Obligations and the LC Issuer may book the Facility LCs at any Lending Installation selected by such Lender or the LC Issuer, as the case may be, and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans, Facility LCs, participations in LC Obligations and any Notes issued hereunder shall be deemed held by each Lender or the LC Issuer, as the case may be, for the benefit of any such Lending Installation. Each Lender and the LC Issuer may, by written notice to the Agent and the Borrower in accordance with ***Article XIII***, designate replacement or additional Lending Installations through which Loans will be made by it or Facility LCs will be issued by it and for whose account Loan payments or payments with respect to Facility LCs are to be made.

2.24 Non-Receipt of Funds by the Agent; Defaulting Lenders.

(a) Unless the Borrower or a Lender, as the case may be, notifies the Agent prior to the date on which it is scheduled to make payment to the Agent of (i) in the case of a Lender, the proceeds of a Loan, or (ii) in the case of the Borrower, a payment of principal, interest or fees to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or the Borrower,

as the case may be, has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate *per annum* equal to (*x*) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three (3) days and, thereafter, the interest rate applicable to the relevant Loan, or (*y*) in the case of payment by the Borrower, the interest rate applicable to the relevant Loan.

(b) If a payment has not been made by a Lender, the Agent will notify the Borrower of such failure to fund and, upon demand by the Agent, the Borrower shall pay such amount to the Agent for the Agent's account, together with interest thereon for each day elapsed since the Borrowing Date at a rate *per annum* equal to the interest rate applicable to the relevant Loan.

(c) The Agent shall not be obligated to transfer to a Defaulting Lender any payments made by the Borrower to the Agent for the Defaulting Lender's benefit, and, in the absence of such transfer to the Defaulting Lender, the Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Share of the Commitments (but only to the extent that such Defaulting Lender's Advance was funded by the other Lenders) or, if so directed by the Borrower and if no Unmatured Default or Default has occurred and is continuing (and to the extent such Defaulting Lender's Advance was not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made Advances to the Borrower. Subject to the foregoing, the Agent may hold and, in its Permitted Discretion, setoff such Defaulting Lender's funding shortfall against that Defaulting Lender's Pro Rata Share of all payments received from the Borrower or re-lend to the Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by the Agent for the account of such Defaulting Lender.

(d) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) solely for the purposes of voting or consenting to matters with respect to the Loan Documents, such Defaulting Lender shall be deemed not to be a "***Lender***" and such Defaulting Lender's Commitment shall be deemed to be zero; *provided* that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender and any amendment which does any of the items described in ***Sections 8.3(b)(ii)(B)*** or ***(b)(vi)*** shall require the consent of such Defaulting Lender;

(ii) such Defaulting Lender shall not be entitled to any portion of the Unused Commitment Fee;

(iii) the Unused Commitment Fee shall accrue in favor of the Lenders which have funded their respective Pro Rata Shares of such requested Advance and shall be allocated among such non-Defaulting Lenders ratably based on their Pro Rata Share of the Commitments. This Section shall remain effective with respect to such Defaulting Lender until (*x*) the Obligations under this Agreement

shall have been declared or shall have become immediately due and payable, (*y*) the non-Defaulting Lenders, the Agent, and the Borrower shall have waived such Defaulting Lender's default in writing, or (*z*) the Defaulting Lender makes its Pro Rata Share of the applicable Advance and pays to Agent all amounts owing by the Defaulting Lender in respect thereof;

(iv) if any Swingline Exposure or LC Obligations exist at the time a Lender becomes a Defaulting Lender then:

(A) all or any part of such Swingline Exposure and LC Obligations shall be reallocated among the non-Defaulting Lenders in accordance with their respective Pro Rata Shares but only to the extent (*x*) the sum of all non-Defaulting Lenders' Credit Exposures with respect to the Revolving Loans plus such Defaulting Lender's Swingline Exposure and LC Obligations does not exceed the total of all non-Defaulting Lenders' Commitments, and (*y*) the conditions set forth in ***Section 4.2*** are satisfied at such time; and

(B) if the reallocation described in ***clause (1)*** above cannot, or can only partially, be effected, the Borrower shall within one (1) Business Day following notice by the Agent (*x*) first, prepay such Swingline Exposure and (*y*) second, cash collateralize such Defaulting Lender's LC Obligations (after giving effect to any partial reallocation pursuant to ***clause (i)*** above) in accordance with the procedures set forth in ***Section 2.1.2*** for so long as such LC Exposure is outstanding;

(C) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Obligations pursuant to ***Section 2.24(d)(iv)***, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to ***Section 2.10(b)*** with respect to such Defaulting Lender's LC Obligations during the period such Defaulting Lender's LC Obligations are cash collateralized;

(D) if the LC Obligations of the non-Defaulting Lenders are reallocated pursuant to ***Section 2.24(d)(iv)***, then the fees payable to the Lenders pursuant to ***Section 2.10(a)*** and ***Section 2.10(b)*** shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Shares; or

(E) if any Defaulting Lender's LC Obligations are neither cash collateralized nor reallocated pursuant to ***Section 2.24(d)(iv)***, then, without prejudice to any rights or remedies of the LC Issuer or any Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Obligations) and letter of credit fees payable under ***Section 2.10(b)*** with respect to such Defaulting Lender's LC Obligations shall be payable to the LC Issuer until such LC Obligations are cash collateralized and/or reallocated;

(v) the Swingline Lender shall not be required to fund any Swingline Loan and the LC Issuer shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be one-hundred percent

(100%) covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with ***Section 2.24(d)(iv)***, and participating interests in any such newly issued or increased Letter of Credit or newly made Swingline Loan shall be allocated among non-Defaulting Lenders in a manner consistent with ***Section 2.24(d)(iv)(1)*** (and Defaulting Lenders shall not participate therein); and

(vi) in the event and on the date that each of the Agent, the Borrower, the LC Issuer and the Swingline Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Obligations of the other Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share.

(e) The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder.

2.25 Limitation of Interest. The Borrower, the Agent and the Lenders intend to strictly comply with all applicable laws, including applicable usury laws. Accordingly, the provisions of this ***Section 2.25*** shall govern and control over every other provision of this Agreement or any other Loan Document which conflicts or is inconsistent with this ***Section 2.25***, even if such provision declares that it controls. As used in this ***Section 2.25***, the term "***interest***" includes the aggregate of all charges, fees, benefits or other compensation which constitute interest under applicable law; *provided* that to the maximum extent permitted by applicable law, (a) any non-principal payment shall be characterized as an expense or as compensation for something other than the use, forbearance or detention of money and not as interest and (b) all interest at any time contracted for, reserved, charged or received shall be amortized, prorated, allocated and spread, in equal parts during the full term of the Obligations. In no event shall the Borrower or any other Person be obligated to pay, or any Lender have any right or privilege to reserve, receive or retain, (a) any interest in excess of the maximum amount of non-usurious interest permitted under the laws of the State of New York or the applicable laws (if any) of the U.S. or of any other applicable state or (b) total interest in excess of the amount which such Lender could lawfully have contracted for, reserved, received, retained or charged had the interest been calculated for the full term of the Obligations at the Highest Lawful Rate. On each day, if any, that the interest rate (the "***Stated Rate***") called for under this Agreement or any other Loan Document exceeds the Highest Lawful Rate, the rate at which interest shall accrue shall automatically be fixed by operation of this sentence at the Highest Lawful Rate for that day, and shall remain fixed at the Highest Lawful Rate for each day thereafter until the total amount of interest accrued equals the total amount of interest which would have accrued if there were no such ceiling rate as is imposed by this sentence. Thereafter, interest shall accrue at the Stated Rate unless and until the Stated Rate again exceeds the Highest Lawful Rate when the provisions of the immediately preceding sentence shall again automatically operate to limit the interest accrual rate. The daily interest rates to be used in calculating interest at the Highest Lawful Rate shall be determined by dividing the applicable Highest Lawful Rate *per annum* by the number of days in the calendar year for which such calculation is being made. None of the terms and provisions contained in this Agreement or in any other Loan Document which directly or indirectly relate to interest shall ever be construed without reference to this ***Section 2.25***, or be construed to create a contract to pay for the use, forbearance or detention of money at an interest rate in excess of the Highest Lawful Rate. If the term of any Obligation is shortened by reason of acceleration of maturity as a result of any Default or by any other cause, or by reason of any required or permitted

prepayment, and if for that (or any other) reason any Lender at any time, including but not limited to, the stated maturity, is owed or receives (and/or has received) interest in excess of interest calculated at the Highest Lawful Rate, then and in any such event all of any such excess interest shall be canceled automatically as of the date of such acceleration, prepayment or other event which produces the excess, and, if such excess interest has been paid to such Lender, it shall be credited *pro tanto* against the outstanding principal balance of the Borrower's obligations to such Lender, effective as of the date or dates when the event occurs which causes it to be excess interest, until such excess is exhausted or all of such principal has been fully paid and satisfied, whichever occurs first, and any remaining balance of such excess shall be promptly refunded to its payor.

2.26 Extension Offers.

(a) The Borrower may at any time and from time to time request that all or a portion of the Commitments of any Class, existing at the time of such request (each, an "***Existing Commitment***" and any related revolving credit loans under any such facility, "***Existing Loans***"; each Existing Commitment and related Existing Loans together being referred to as an "***Existing Class***") be converted to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Existing Loans related to such Existing Commitments (any such Existing Commitments which have been so extended, "***Extended Commitments***" and any related revolving credit loans, "***Extended Loans***") and to provide for other terms consistent with this ***Section 2.26***. Prior to entering into any Extension Amendment with respect to any Extended Commitments, the Borrower shall provide a notice to the Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Commitments which notice shall contain such request and which request shall be offered ratably to all Lenders of the applicable Class of Existing Commitments) (an "***Extension Request***") setting forth the proposed terms of the Extended Commitments to be established thereunder, which terms shall be substantially similar to those applicable to the Existing Commitments from which they are to be extended (the "***Specified Existing Commitment Class***") except that (v) all or any of the final maturity dates of such Extended Commitments may be delayed to later dates than the final maturity dates of the Existing Commitments of the Specified Existing Commitment Class, (w) (A) the interest rates, interest margins, rate floors, upfront fees, funding discounts, original issue discounts and premiums with respect to the Extended Commitments may be different from those for the Existing Commitments of the Specified Existing Commitment Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Commitments in addition to or in lieu of any of the items contemplated by the preceding clause (A), (y) (a) the undrawn revolving credit commitment fee rate with respect to the Extended Commitments may be

different from such rate for Existing Commitments of the Specified Existing Commitment Class and (b) the Extension Amendment may provide for other covenants and terms that apply to any period after the final maturity dates of the Existing Commitments of the Specified Existing Commitment Class; *provided* that, notwithstanding anything to the contrary in this ***Section 2.26*** or otherwise, (1) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments (which shall be governed by ***clause (3)*** below)) of the Extended Loans under any Extended Commitments shall be made on a *pro rata* basis with any borrowings and repayments of the Existing Loans of the Specified Existing Commitment Class (the mechanics for which may be implemented through the applicable Extension Amendment and may include technical changes related to the borrowing and replacement procedures of the Specified Existing Commitment Class), (2) assignments and participations of Extended Commitments and Extended Loans shall be governed by the assignment and participation provisions set forth

in ***Article XII*** and (3) permanent repayments of Extended Loans (and corresponding permanent reduction in the related Extended Commitments) shall be permitted as may be agreed between the Borrower and the Lenders thereof. No Lender shall have any obligation to agree to have any of its Loans or Commitments of any Existing Class converted into Extended Loans or Extended Commitments pursuant to any Extension Request. Any Extended Commitments of any Extension Series shall constitute a separate Class of revolving credit commitments from Existing Commitments of the Specified Existing Commitment Class and from any other Existing Commitments (together with any other Extended Commitments so established on such date).

(b) The Borrower shall provide the applicable Extension Request at least five (5) Business Days (or such shorter period as the Agent may determine in its reasonable discretion) prior to the date on which Lenders under the Existing Class are requested to respond, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Agent, in each case acting reasonably, to accomplish the purpose of this ***Section 2.26***. Any Lender (an "***Extending Lender***") wishing to have all or a portion of its Commitments (or any earlier Extended Commitments) of an Existing Class subject to such Extension Request converted into Extended Commitments shall notify the Agent (an "***Extension Election***") on or prior to the date specified in such Extension Request of the amount of its Commitments (and/or any earlier Extended Commitments) which it has elected to convert into Extended Commitments (subject to any minimum denomination requirements imposed by the Agent). In the event that the aggregate amount of Commitments (and any earlier Extended Commitments) subject to Extension Elections exceeds the amount of Extended Commitments requested pursuant to the Extension Request, Commitments and (and any earlier Extended Commitments) subject to Extension Elections shall be converted to Extended Commitments on a *pro rata* basis based on the amount of Commitments (and any earlier Extended Commitments) included in each such Extension Election or as may be otherwise agreed to in the applicable Extension Amendment. Notwithstanding the conversion of any Existing Commitment into an Extended Commitment, such Extended Commitment shall be treated identically to all Existing Commitments of the Specified Existing Commitment Class for purposes of the obligations of a Lender in respect of Letters of Credit and Swingline Loans, except that the applicable Extension Amendment may provide that the Facility Termination Date for Swingline Loans and/or the last day for issuing Letters of Credit may be extended and the related obligations to make Swingline Loans and issue Letters of Credit may be continued (pursuant to mechanics to be specified in the applicable Extension Amendment) so long as the applicable Swingline Lender and/or the applicable LC Issuer, as applicable, have consented to such extensions (it being understood that no consent of any other Lender shall be required in connection with any such extension). Any Lender that elects in its sole discretion not to become an Extending Lender shall cease to be a Lender hereunder and shall no longer have any Commitments, other obligations or rights (other than such Lender's rights to indemnification under the Loan Documents which shall continue to remain in effect after such time as set forth in this Agreement) hereunder, in each case as of the applicable Facility Termination Date, so long as each such Lender has received payment in full in respect of all outstanding Obligations that are then due and owing to such Lender as of such applicable Facility Termination Date.

(c) Extended Commitments shall be established pursuant to an amendment (an "***Extension Amendment***") to this Agreement (which, notwithstanding anything to the contrary set forth in ***Section 8.3***, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Commitments established thereby except

to the extent such Extension Amendment modifies any such Lender's rights, interests and/or obligations hereunder (*provided* that any changes being within the requirements of ***Section 2.26(a)*** and not expressly affecting any Lenders other the Extending Lenders shall not be deemed a modification of rights, interests and/or obligations of any Lender that is not an Extending Lender)) executed by the Loan Parties, the Agent and the Extending Lenders. It is understood and agreed that each Lender hereunder has consented, and shall at the effective time thereof be deemed to consent to each amendment to this Agreement and the other Loan Documents authorized by this ***Section 2.26*** and the arrangements described above in connection therewith, except to the extent such Extension Amendment modifies any such Lender's rights, interests and/or obligations hereunder (*provided* that any modifications set forth in the Extension Amendment that are within the requirements of ***Section 2.26(a)*** and do not expressly affect any Lenders other the Extending Lenders shall not be deemed a modification of rights, interests and/or obligations of any Lender that is not an Extending Lender), but, for the avoidance of doubt, no Lender shall be an Extending Lender without its consent in accordance with this ***Section 2.26***. No Extension Amendment shall provide for any tranche of Extended Commitments in an aggregate principal amount that is less than $250,000,000. Notwithstanding anything to the contrary in this ***Section 2.26(c)*** and without limiting the generality or applicability of ***Section 8.3*** or to any Section 2.26 Additional Amendments (as defined below), any Extension Amendment may provide for additional terms and/or additional amendments other than those referred to or contemplated above (any such additional amendment, a "***Section 2.26 Additional Amendment***") to this Agreement and the other Loan Documents; *provided* that such Section 2.26 Additional Amendments are within the requirements of ***Section 2.26(a)*** and do not become effective prior to the time that such Section 2.26 Additional Amendments have been consented to (including pursuant to consents applicable to holders of any Extended Loans provided for in any Extension Amendment) by such of the Lenders, Loan Parties and other parties (if any) as may be required in order for such Section 2.26 Additional Amendments to become effective in accordance with ***Section 8.3***.

(d) Notwithstanding anything to the contrary contained in this Agreement, (i) on any date on which any Class of Existing Commitments is converted to extend the related scheduled maturity date(s) in accordance with this ***Section 2.26*** above (an "***Extension Date***"), in the case of the Existing Commitments of each Extending Lender under any Specified Existing Commitment Class, the aggregate principal amount of such Existing Commitments shall be deemed reduced by an amount equal to the aggregate principal amount of

Extended Commitments so converted by such Lender on such date, and such Extended Commitments shall be established as a separate Class of revolving credit commitments from the Specified Existing Commitment Class and from any other Existing Commitments (together with any other Extended Commitments so established on such date) and (ii) if, on any Extension Date, any Existing Loans of any Extending Lender are outstanding under the Specified Existing Commitment Class, such Existing Loans (and any related participations) shall be deemed to be allocated as Extended Loans (and related participations) in the same proportion as such Extending Lender's Specified Existing Commitments to Extended Commitments.

(e) No exchange of Loans or Commitments pursuant to any Extension Amendment in accordance with this ***Section 2.26*** shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

2.27 Alternate Rate of Interest. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing the Required Lenders determine:

(i) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period with respect to a proposed Eurodollar Borrowing;

(ii) that the Adjusted LIBO Rate for such Interest Period with respect to a proposed Eurodollar Borrowing will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period; or

(iii) that deposits of a type and maturity appropriate to match fund Eurodollar Advances are not being offered to banks in the London interbank eurodollar, or other applicable, market;

then the Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, the obligation of the Lenders to make or maintain Eurodollar Loans shall be suspended. Upon receipt of the Agent's notice of the circumstances set forth in clauses (a)(i), (a)(ii) or (a)(iii) above, the Borrower may revoke any pending Borrowing Notice with respect to a Eurodollar Borrowing, conversion to or continuation of Eurodollar Loans or, failing that, will be deemed to have converted such Borrowing Notice, if applicable, into a request for an ABR Borrowing in the amount specified therein.

(b) If at any time the Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); *provided* that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in ***Section 8.3***, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this ***Section 2.27(b)***, only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Conversion/Continuation Notice that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (y) if any Borrowing Notice requests a Eurodollar Borrowing, such Borrowing shall be made as a Floating Rate Advance.

ARTICLE III
YIELD PROTECTION; TAXES

3.1 Yield Protection. If any Change in Law or compliance by any Lender or applicable Lending Installation or the LC Issuer with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency:

(a) subjects any Lender or any applicable Lending Installation or the LC Issuer to any Taxes, or changes the basis of taxation of payments (in each case, other than with respect to Excluded Taxes or Indemnified Taxes) to any Lender or the LC Issuer in respect of its Eurodollar Loans, Facility LCs or participations therein; or

(b) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Installation or the LC Issuer (other than reserves and assessments taken into account in determining the interest rate applicable to Eurodollar Advances); or

(c) imposes any other condition the result of which is to increase the cost to any Lender or any applicable Lending Installation or the LC Issuer of making, funding or maintaining its Eurodollar Loans, or of issuing or participating in Facility LCs, or reduces any amount receivable by any Lender or any applicable Lending Installation or the LC Issuer in connection with its Eurodollar Loans, Facility LCs or participations therein, or requires any Lender or any applicable Lending Installation or the LC Issuer to make any

payment calculated by reference to the amount of Eurodollar Loans, Facility LCs or participations therein held or interest or LC Fees received by it, by an amount deemed material by such Lender or the LC Issuer as the case may be;

and the result of any of the foregoing is to increase the cost to such Lender or applicable Lending Installation or the LC Issuer, as the case may be, of making or maintaining its Eurodollar Loans or Commitment or of issuing or participating in Facility LCs or to reduce the return received by such Lender or applicable Lending Installation or the LC Issuer, as the case may be, in connection with such Eurodollar Loans, Commitment, Facility LCs or participations therein, then, within fifteen (15) days of demand by such Lender or the LC Issuer, as the case may be, the Borrower shall pay such Lender or the LC Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the LC Issuer, as the case may be, for such increased cost or reduction in amount received.

3.2 Changes in Capital Adequacy or Liquidity Regulations. If a Lender or the LC Issuer determines the amount of capital or liquidity required or expected to be maintained by such Lender or the LC Issuer, any Lending Installation of such Lender or the LC Issuer, or any corporation controlling such Lender or the LC Issuer is increased as a result of a Change, then, within fifteen (15) days of demand by such Lender or the LC Issuer, the Borrower shall pay such Lender or the LC Issuer the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital or liquidity which such Lender or the LC Issuer determines is attributable to this Agreement, its Credit Exposure or its Commitment to make Loans and issue or participate in Facility LCs, as the case may be, hereunder (after taking into account such Lender's or the LC Issuer's policies as to capital adequacy or liquidity). "***Change***" means (i) any change after the date of this Agreement in the Risk-Based Capital Guidelines (as defined below) or (ii) any Change in Law which affects the amount of capital or liquidity required or expected to be maintained by any Lender or the LC Issuer or any Lending Installation or any corporation controlling any Lender or the LC Issuer. "***Risk-Based Capital Guidelines***" means (i) the risk-based capital or liquidity guidelines in effect in the U.S. on the date of this Agreement, including transition rules, and (ii) the

corresponding capital or liquidity regulations promulgated by regulatory authorities outside the U.S. implementing the July 1988 report of the Basel Committee on Banking Regulation and Supervisory Practices Entitled "***International Convergence of Capital Measurements and Capital Standards***," including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement.

3.3 Availability of Types of Advances. If any Lender determines that maintenance of its Eurodollar Loans at a suitable Lending Installation would violate any applicable law, rule, regulation, or directive, whether or not having the force of law, then the Agent shall suspend the availability of Eurodollar Advances and require any affected Eurodollar Advances to be repaid or converted to Floating Rate Advances, subject to the payment of any funding indemnification amounts required by ***Section 3.4***. In the event any of the circumstances specified in clauses (a)(i), (a)(ii) or (a)(iii) of ***Section 2.27*** arise, the availability of Eurodollar Advances may be suspended as set forth in ***Section 2.27***.

3.4 Funding Indemnification. If any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, or a Eurodollar Advance is not made on the date specified by the Borrower for any reason other than default by the Lenders, the Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance except to the extent that any such loss or cost is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Lenders.

3.5 Taxes.

(a) The Borrower shall be liable for paying to the Agent any and all payments by or on account of any obligation of the Borrower hereunder free and clear of and without deduction for any Indemnified Taxes or Other Taxes; *provided* that if the Borrower or the Agent shall be required by applicable law (as determined in its good faith discretion) to deduct any Taxes from such payments then (i) if such Tax is an Indemnified Tax or Other Tax, the sum payable by the Borrower shall be increased as necessary so that after making all required deductions (including deductions of Indemnified Taxes or Other Taxes applicable to additional sums payable under this Section) the Agent, Lender or LC Issuer (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower or Agent shall make such deductions, and (iii) the Borrower or Agent shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Agent, each Lender and the LC Issuer, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Agent, such Lender or the LC Issuer, as the case may be, on or with respect to any payment by the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the LC Issuer,

or by the Agent on its own behalf or on behalf of a Lender or the LC Issuer, shall be conclusive absent manifest error.

(d) Each Lender and the LC Issuer shall indemnify the Borrower and the Agent, within ten (10) days after written demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and reasonable expenses (including the fees, charges and disbursements of any counsel for the Borrower or the Agent) incurred by or asserted against the Borrower or the Agent by any Governmental Authority as a result of the failure by such Lender or the LC Issuer, as the case may be, to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered to the Borrower or the Agent pursuant to ***Section 3.5(f)***. Each Lender and the LC Issuer hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender or the LC Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Agent

under this ***Section 3.5(d)***. The obligations of the Lenders under this ***Section 3.5(d)*** shall survive the payment of the Obligations and termination of this Agreement.

(e) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

(f) Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(i) Without limiting the generality of the foregoing, (A) any Lender that is a U.S. Person shall deliver to the Borrower on or before the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax and (B) any Foreign Lender shall deliver to the Borrower on or before the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower) two copies of IRS Form W-8IMY (with appropriate attachments), IRS Form W-8BEN-E, IRS Form W-8BEN or IRS Form W-8ECI, as applicable, and if such Foreign Lender is claiming an exemption under Section 871(h) or Section 881(c) of the Code, a certificate to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

(ii) On or before the date on which the Agent (and any successor replacement Agent) becomes the Agent, it shall deliver to the Borrower two executed originals of IRS Form W-9 establishing an exemption from U.S. federal backup withholding tax.

(iii) If any payment made hereunder or under any other Loan Document would be subject to United States federal withholding tax imposed pursuant to FATCA if the recipient of such payment fails to comply with applicable reporting and other requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such recipient shall use commercially reasonable efforts to deliver to the Borrower and the Agent, at the time or times prescribed by applicable law or as reasonably requested by the Borrower or the Agent, (A) two (2) accurate, complete and signed certifications prescribed by applicable law and (B) any other documentation reasonably requested by the Borrower or the Agent sufficient for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such recipient has complied with such recipient's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each of the Lenders and the Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(g) If the Agent or a Lender determines that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this ***Section 3.5***, it shall pay over an amount equal to such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this ***Section 3.5*** with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of the Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus, any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender in the event the Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(h) For purposes of determining U.S. withholding taxes imposed under FATCA, from and after the Second Amendment Closing Date, the Borrower and the Agent shall treat (and the Lenders hereby authorize the Agent to treat) this Agreement as not qualifying as a "***grandfathered obligation***" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

3.6 Lender Statements; Survival of Indemnity. To the extent reasonably possible, each Lender shall designate an alternate Lending Installation with respect to its Eurodollar Loans to reduce any liability of the Borrower to such Lender under ***Sections 3.1***, ***3.2*** and ***3.5*** or to avoid the unavailability of Eurodollar

Advances under ***Section 3.3***, so long as such designation is not, in the judgment of such Lender, disadvantageous to such Lender. Each Lender shall deliver a written statement of such Lender to the Borrower (with a copy to the Agent) as to the amount due, if any, under ***Section 3.1***, ***3.2***, ***3.4*** or ***3.5***. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type and maturity corresponding to the deposit used as a

reference in determining the Adjusted LIBO Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall be payable on demand after receipt by the Borrower of such written statement. The obligations of the Borrower under ***Sections 3.1***, ***3.2***, ***3.4*** and ***3.5*** shall survive payment of the Obligations and termination of this Agreement.

3.7 Replacement of Lender. If (a) the Borrower is required pursuant to ***Section 3.1***, ***3.2*** or ***3.5*** to make any additional payment to any Lender, (b) any Lender's obligation to make or continue, or to convert Floating Rate Advances into, Eurodollar Advances shall be suspended pursuant to ***Section 3.3*** or (c) any Lender is a Defaulting Lender (any such Lender, an "***Affected Lender***"), then the Borrower, at its sole expense and effort, upon notice to such Lender and the Agent, may elect to replace such Affected Lender as a Lender party to this Agreement (in accordance with and subject to the restrictions contained in ***Article XII***), *provided* that concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower, the Agent and LC Issuer shall agree, as of such date, to purchase for cash the Advances and other Obligations due to the Affected Lender pursuant to an Assignment Agreement (and a Defaulting Lender shall be deemed to have executed and delivered such an Assignment Agreement if it fails to do so) and to become a Lender for all purposes under this Agreement and to assume all obligations of the Affected Lender to be terminated as of such date and to comply with the requirements of ***Section 12.3*** applicable to assignments, and (ii) the Borrower shall pay to such Affected Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Affected Lender by the Borrower hereunder to and including the date of termination, including payments due to such Affected Lender under ***Sections 3.1***, ***3.2*** and ***3.5***, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under ***Section 3.4*** had the Loans of such Affected Lender been prepaid on such date rather than sold to the replacement Lender.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 Closing Date. The Borrower shall satisfy each of the following conditions prior to the Closing Date, and with respect to any condition requiring delivery of any agreement, certificate, document, or instrument to the Lenders, the Borrower hereby agrees that any such agreement, certificate, document, or instrument delivered to the Agent may be distributed by the Agent to the Lenders in satisfaction of such requirement.

(a) The Agent shall have received counterparts (executed on behalf of each Loan Party, the Agent and the Lenders and each other party thereto) (in such number as may be requested by the Agent) of each of (i) this Agreement and (ii) the Loan Documents to be executed on the Closing Date (including, for the avoidance of doubt, the amended and restated Security Agreement).

(b) The representations and warranties of the Loan Parties under ***Article V*** of this Agreement and the Contribution Agreement Representations shall be true and correct in all material respects on the Closing Date.

(c) The Agent shall have received a solvency certificate duly executed by an Authorized Officer of the Borrower and dated as of the Closing Date, in form and substance reasonably satisfactory to the Agent.

(d) (i) No Material Adverse Effect shall have occurred since December 31, 2016 and (ii) to the knowledge of the Borrower, no Compression Group Material Adverse Effect (as defined in the Contribution Agreement as in effect on January 15, 2018) shall have occurred since January 15, 2018.

(e) The Agent shall have received customary executed legal opinions of counsel to the Loan Parties in favor of and addressed to the Agent, the LC Issuer and the Lenders in form and substance reasonably acceptable to the Agent.

(f) The Agent shall have received a customary incumbency certificate from each of the Loan Parties certifying as to (i) resolutions with respect to each Loan Party, duly adopted by the board of directors, its general partner, its members or any other equivalent body authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to be executed on the Closing Date as so amended or ratified, (ii) the copies of its articles or certificate of limited partnership, formation or incorporation, as applicable, together with all amendments thereto, appended to such certificate, (iii) the copies of its bylaws, limited liability company agreement, or partnership agreement, as applicable, appended to such certificate (iv) incumbency and specimen signature of each officer executing any Loan Document, and (v) a certificate of good standing (or equivalent certification) from the appropriate governmental officer in its jurisdiction of incorporation or organization.

(g) The Agent shall have received an officer's certificate, signed by an Authorized Officer of the Borrower, dated as of the Closing Date stating that no Default or Unmatured Default has occurred and is continuing and that the conditions described in paragraphs ***(b)***, ***(d)***, ***(k)***, ***(m)*** and ***(o)*** of this ***Section 4.1*** having been satisfied (but, with respect to the Contribution Agreement Representations only, to the knowledge of the Borrower) (except for such representations and warranties that are limited to an earlier date and which were true and correct in all material respects as of such earlier date or that have a materiality qualification, which shall be true and correct in all respects).

(h) The Agent shall have received information necessary for the Agent to perform customary UCC lien searches.

(i) The Agent shall have received (i) such duly executed agreements, financing statements or other documents sufficient to perfect the Liens in the Collateral and (ii) the certificates, if any, representing the Capital Stock owned by each Loan Party and pledged pursuant to the Security Agreement, together with an undated stock power for each such certificate executed in blank by an Authorized Officer of such Loan Party, in each case to the extent and, with respect to clause (i), with the priority required by the Loan Documents on the Closing Date.

(j) The Lenders shall have received customary evidence of insurance coverage of the Loan Parties in form and substance reasonably satisfactory to the Agent.

(k) (i) The Compression Acquisition shall have been, or shall substantially concurrently be, consummated in accordance with the terms of the Contribution Agreement

without giving effect to any amendment, change or supplement or waiver of any provision thereof, in each case, in any manner that is materially adverse to the interests of the Lenders, without the prior written consent (not to be unreasonably withheld, delayed or conditioned) of the Agent. (ii) The Acquisition and Equity Transactions (including (A) the Equity Restructuring Transactions (as defined in the A&E Transaction Description), (B) the issuance of the Preferred Units in an amount not less than $500,000,000, (C) the issuance of the Senior Notes and/or the Bridge Facility (each as defined in the A&E Transaction Description) in an aggregate principal amount not less than $725,000,000 (subject to reductions in the commitments in respect of the Bridge Facility) and (D) the Equity Issuance (as defined in the A&E Transaction Description)) shall have been, or shall substantially concurrently be, consummated, without giving effect to any amendment, change, supplement or waiver of any provision thereof that is materially adverse to the interests of the Lenders (it being understood that amendments, changes, supplements or waivers that result in the following modifications are materially adverse: (w) the Preferred Units ceasing to be treated as equity or mezzanine equity under GAAP, (x) increasing the amount of distributions to holders of the Preferred Units (other than increases contemplated by the terms of Section 5.12 of the Partnership Agreement), (y) permitting the redemption of the applicable Preferred Units at the election of the holders thereof in a manner not permitted by the terms of the Partnership Agreement or (z) adding mandatory redemption provisions, events of default, maturity, acceleration or equivalent provisions that are not set forth in the Partnership Agreement. (iii) As of the Closing Date, the Preferred Units shall be classified as equity or mezzanine equity under GAAP

(l) All fees due to the Agent, the Arrangers, the LC Issuer and the Lenders to be paid by the Borrower pursuant to the Fee Letters and under this Agreement (including ***Section 2.10***), and, to the extent invoiced at least two (2) business days prior to the Closing Date (or such shorter time as reasonably agreed by the Borrower), all expenses to be paid or reimbursed to the Agent, the Arrangers and the Lenders on or prior to the Closing Date.

(m) On the Closing Date, after giving effect to the Compression Acquisition, neither the Borrower nor any of its Subsidiaries shall have any Indebtedness for borrowed money other than the Loans, the Bridge Facility and the Senior Notes, except (i) Indebtedness permitted pursuant to ***Section 3.11*** of the Contribution Agreement, (ii) Indebtedness of the Borrower and its Subsidiaries and the Compression Entities incurred in the ordinary course of business in respect of short term debt for working capital, capital leases, purchase money debt, and equipment financings, and (iii) any other Indebtedness incurred in the ordinary course of business of the Borrower and its Subsidiaries, provided that the aggregate outstanding principal amount of indebtedness set forth in clauses (ii) and (iii) above, together with the amount of any issuance of any additional preferred equity interests (in excess of the Preferred Equity and Warrants) issued by the Loan Parties shall not exceed $75,000,000 in the aggregate.

(n) The Borrower and each of the Guarantors shall have provided the documentation and other information to the Agent that are required by regulatory authorities under applicable "know your customer" rules and regulations, including the Patriot Act, at least three (3) business days prior to the Closing Date to the extent such information has been reasonably requested by the Agent at least ten (10) Business Days prior to the Closing Date.

(o) After giving effect to the Compression Acquisition and the Acquisition and Equity Transactions, Availability shall not be less than $300,000,000.

(p) Any Non-Distribution LP Interests issued pursuant to and as defined in the documentation related to Compression Acquisition shall be classified as equity under GAAP.

(q) The Borrower shall have delivered any Notes requested by a Lender pursuant to ***Section 2.22*** payable to each such requesting Lender.

(r) All legal (including tax implications) and regulatory matters including, but not limited to, compliance with applicable requirements of Regulations U, T and X of the Board of Governors of the Federal Reserve System, shall be reasonably satisfactory to the Agent and the Lenders.

(s) The Closing Date being on or before June 30, 2018 provided that such date shall be extended, if the Outside Date (as defined in the Contribution Agreement as in effect on January 15, 2018) is extended in accordance with Section 8.1(e) of the Contribution Agreement as in effect on January 15, 2018, to the earlier of (x) such extended Outside Date and (y) 11:50 p.m. New York City time, on September 30, 2018.

4.2 Each Credit Extension. Except as otherwise expressly provided herein, the Lenders shall not be required to make any Credit Extension if on the applicable Credit Extension Date:

(a) There exists any Default or Unmatured Default or any Default or Unmatured Default shall immediately result from any such Credit Extension and the Agent or the Required Lenders shall have determined not to make any Credit Extension as a result of such Default or Unmatured Default;

(b) Any representation or warranty contained in ***Article V*** is untrue or incorrect in any material respect as of such Credit Extension Date except to the extent (i) any such representation or warranty is stated to relate solely to an earlier date or (ii) any such representation or warranty is subject to a materiality qualifier, in which case, it is untrue or incorrect in any respect;

(c) After giving effect to such Credit Extension, Availability would be less than zero; or

(d) Any Protective Advance is outstanding.

Each Borrowing Notice or request for issuance of Facility LC with respect to each such Credit Extension shall constitute a representation and warranty by the Borrower that the conditions contained in ***Section 4.1*** have been satisfied and that none of the conditions set forth in ***Section 4.2*** exist as of the applicable Credit Extension Date.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Each Loan Party, on behalf of itself, represents and warrants to the Lenders as follows:

5.1 Existence and Standing. Each Loan Party is a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and, except where the failure to

do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

5.2 Authorization and Validity. Each Loan Party has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by each Loan Party of the Loan Documents to which it is a party and the performance of its obligations thereunder have been duly authorized by proper proceedings, and the Loan Documents to which such Loan Party is a party constitute legal, valid and binding obligations of such Loan Party enforceable against such Loan Party in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.3 No Conflict; Government Consent. Neither the execution and delivery by any Loan Party of the Loan Documents to which it is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Loan Party or (ii) any Loan Party's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (iii) the provisions of any material indenture, instrument or agreement evidencing Indebtedness for borrowed money to which any Loan Party is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of such Loan Party pursuant to the terms of any such indenture, instrument or agreement evidencing Indebtedness for borrowed money (except Liens created pursuant to the Loan Documents and Permitted Liens). No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by a Loan Party, is required to be obtained by any Loan Party in connection with the execution and delivery of the Loan Documents, the borrowings under this Agreement, the payment and performance by the Loan Parties of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4 Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral in favor of the Agent, for the benefit of the Agent on behalf of the Lenders, and upon the recording of UCC financing statements covering the Collateral in the appropriate office of the state of organization of the applicable Loan Party, (to the extent such Loan Party is organized under the laws of a state of the U.S. or the District of Columbia), such Liens constitute perfected and continuing Liens on all Collateral which may be perfected by the filing of such a UCC financing statement, securing the Secured Obligations, enforceable against the applicable Loan Party, and having priority over all other Liens on the Collateral except in the case of (a) (i) Permitted Liens listed in ***Sections 6.19(a)(iv)***, ***6.19(a)(vii)*** to the extent that such liens permitted under ***6.19(a)(vii)***, which secure refinancing, extended or renewed Indebtedness, are of no greater priority than the Liens securing the Indebtedness that is subject to such refinancing, extension or renewal, ***6.19(a)(viii)***, ***6.19(a)(xvii)*** and ***6.19(a)(xix)*** and (ii) other Permitted Liens to the extent any such other Permitted Liens would have priority over the Liens in favor of the Agent pursuant to any applicable law or the Consent Agreement, (b) Liens on any cash collateral granted in favor or for the benefit of the LC Issuer pursuant to this Agreement, (c) Liens perfected only by possession (including possession of any certificate of title) to the extent the Agent has not obtained or does not maintain possession of such Collateral and (d) Liens not yet required to be perfected pursuant to ***Section 6.12.6***.

5.5 Financial Statements.

(a) The audited consolidated financial statements of the Borrower and its Subsidiaries for the period ending on December 31, 2016 heretofore delivered to the Lenders were prepared in accordance with GAAP (as in effect on the date such statements were prepared) and fairly present in all material respects the consolidated financial condition and operations of the Borrower and its Subsidiaries at such date and the consolidated results of their operations for the period then ended.

(b) The most recent Budget delivered to the Agent and the Lenders pursuant to ***Section 6.1(c)***, represents the Borrower's good faith estimate of anticipated financial performance of the Borrower and its Subsidiaries for the period set forth therein based upon assumptions believed by Borrower to be reasonable at the time of such delivery, but shall not constitute or be deemed to constitute a representation or warranty that such anticipated performance will in fact be achieved. Whether or not any such results are in fact achieved will depend upon future events, some of which are not within the control of the Borrower. Accordingly (but without limiting the first sentence of this ***Section 5.5(b)***), actual results may vary from the projected results.

5.6 Material Adverse Change. Since December 31, 2016, there has been no change in the business, Collateral, condition (financial or otherwise) or results of operations of the Loan Parties or other event which could reasonably be expected to have a Material Adverse Effect.

5.7 Taxes. The Loan Parties have filed all U.S. federal income tax returns and all other material tax returns which are required to be filed and have paid all material taxes due pursuant to said returns or pursuant to any assessment received by any Loan Party, except such taxes, if any, as are being

contested in good faith and as to which adequate reserves have been provided in accordance with GAAP and as to which no Lien (other than a Permitted Lien pursuant to ***Section 6.19(a)(i)***) exists.

5.8 Litigation and Contingent Obligations. Except as set forth on ***Schedule 5.8***, as of the Closing Date there is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers, threatened against or affecting any Loan Party which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of any Credit Extensions. As of the Closing Date, other than any liability incident to any litigation, arbitration or proceeding which (a) could not reasonably be expected to have a Material Adverse Effect or (b) is set forth on ***Schedule 5.8***, no Loan Party has any material contingent obligations not provided for or disclosed in the financial statements referred to in ***Section 5.5***.

5.9 Capitalization and Subsidiaries. ***Schedule 5.9*** sets forth, as of the Closing Date, (a) a correct and complete list of the name and relationship to the Borrower of each and all of the Borrower's Subsidiaries, (b) the location of the chief executive office of the Borrower and each of its Restricted Subsidiaries and each other location where any of them have maintained their chief executive office in the past five (5) years, (c) a true and complete listing of each class of each of the Borrower's and its Restricted Subsidiaries' authorized Capital Stock, all of which are (to the extent such concepts are relevant with respect to such ownership interests) validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on ***Schedule 5.9***, and (d) the type of entity of the Borrower and each of its Subsidiaries. With respect to each Loan Party, ***Schedule 5.9*** also sets forth the employer or taxpayer identification number of each Loan Party, jurisdiction of organization and the organizational identification number issued by each Loan Party's jurisdiction of organization or a statement that no such number has been issued, in each case, as of the Closing Date. As of the Closing Date, except

as set forth in ***Schedule 5.9***, no Loan Party has changed its jurisdiction of organization at any time during the past four months.

5.10 ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, the present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Plans.

5.11 Accuracy of Information. No written information, exhibit or report (other than (x) information of a general economic or industry specific nature, (y) financial projections, and (z) Budgets, all of which were prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time furnished to the Agent and the Lenders) furnished by any Loan Party to the Agent or to any Lender in connection with the negotiation of the Loan Documents, when taken as a whole, contained any material misstatement of fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not materially misleading.

5.12 Names; Prior Transactions. Except as set forth on ***Schedule 5.12***, as of the Closing Date, the Loan Parties have not, during the past five (5) years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition of all or substantially all of the assets of or of a division or line of business of a Person, whether through purchase of assets, merger or otherwise.

5.13 Regulation U. No Loan Party is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "***margin stock***" as such terms are defined in Regulation U of the Federal Reserve Board as now and from time to time hereafter in effect (such securities being referred to herein as "***Margin Stock***"). No Loan Party owns any Margin Stock, and none of the proceeds of the Loans or other extensions of credit under this Agreement will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock, for the purpose of reducing or retiring any Indebtedness that was originally incurred to purchase or carry any Margin Stock or for any other purpose that might cause any of the Loans or other extensions of credit under this Agreement to be considered a "purpose credit" within the meaning of Regulations T, U or X of the Federal Reserve Board. No Loan Party will take or permit to be taken any action that might cause any Loan Document to violate any regulation of the Federal Reserve Board.

5.14 Material Agreements. Except for those previously disclosed in periodic reports filed with the Securities and Exchange Commission, ***Schedule 5.14*** hereto sets forth as of the Closing Date all material agreements and contracts to which any Loan Party is a party or is bound as of the Closing Date and that the Borrower is required to disclose in its periodic reports under Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended and in effect from time to time (including on Form 8-K, 10-K or 10-Q) with the Securities and Exchange Commission. No Loan Party is subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect. No Loan Party is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement (other than a Material Indebtedness Agreement) to which it is a party that has resulted in any of its top five (5) customers terminating substantially all of their contracts with such Loan Party.

5.15 Compliance With Laws; No Default. The Loan Parties have complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No Default or Unmatured Default has occurred and is continuing.

5.16 Ownership of Properties. Except as set forth on ***Schedule 5.16***, on the Closing Date, the Loan Parties have defensible title, free of all Liens other than Permitted Liens, to all of the Collateral.

5.17 Environmental Matters. In the ordinary course of its business, the officers of each Loan Party consider the effect of Environmental Laws on the business of such Loan Party, in the course of which they identify and evaluate potential risks and liabilities accruing to such Loan Party due to

Environmental Laws. On the basis of this consideration, the Loan Parties have concluded that Environmental Laws cannot reasonably be expected to have a Material Adverse Effect. No Loan Party has received any notice to the effect that its operations are not in compliance with any of the requirements of applicable Environmental Laws or are the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment; (a) as to which there is a reasonable likelihood of an adverse determination and if adversely determined could reasonably be expected to have a Material Adverse Effect or (b) that involves any Loan Document or the transactions thereunder.

5.18 Investment Company Act. No Loan Party is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

5.19 Bank Accounts. As of the Closing Date, ***Exhibit B*** to the Security Agreement contains a complete and accurate list of all bank accounts maintained by each Loan Party with any bank or other financial institution.

5.20 Indebtedness. As of the Closing Date, after giving effect to all Credit Extensions under the Original Credit Agreement to remain outstanding under this Agreement after the Closing Date and all additional Credit Extensions to be made on the Closing Date, the Loan Parties have no Indebtedness, except for (a) the Obligations, (b) any Indebtedness described on ***Schedule 5.20***, and (c) Indebtedness permitted pursuant to ***Section 6.14***.

5.21 Affiliate Transactions. Except as (x) set forth on ***Schedule 5.21***, (y) disclosed in any periodic report previously filed with the Securities and Exchange Commission or (z) otherwise permitted hereunder, as of the Closing Date, there are no existing or proposed agreements, arrangements, understandings, or transactions between any Loan Party and any of the officers, members, managers, directors, stockholders, parents, other interest holders, employees, or Affiliates (other than Subsidiaries) of any Loan Party or any members of their respective immediate families, and none of the foregoing Persons are directly or indirectly indebted to or have any direct or indirect ownership, partnership, or voting interest in any Affiliate of any Loan Party or any Person with which any Loan Party has a business relationship or which competes with any Loan Party, in each case, that the Borrower is required to disclose in its periodic reports under Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended and in effect from time to time (including on Form 8-K, 10-K or 10-Q) with the Securities and Exchange Commission.

5.22 Real Property; Leases. As of the Closing Date: (a) ***Schedule 5.22*** sets forth a correct and complete list of all material real Property owned by each Loan Party, all material leases and subleases of

real Property by each Loan Party as lessee or sublessee, and all material leases and subleases of real Property by each Loan Party as lessor or sublessor; (b) except as could not reasonably be expected to have a Material Adverse Effect, each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists; and (c) except as could not reasonably be expected to have a Material Adverse Effect, each Loan Party has good and defensible title in fee simple to the real Property identified on ***Schedule 5.22*** as owned by such Loan Party, or valid leasehold interests in all real Property designated therein as "leased" by such Loan Party.

5.23 Intellectual Property. As of the Closing Date: (a) ***Schedule 5.23*** sets forth a correct and complete list of all material Intellectual Property of each Loan Party; (b) none of the Intellectual Property listed in ***Schedule 5.23*** is subject to any material licensing agreement or similar arrangement except as set forth in ***Schedule 5.23*** (excluding licensing arrangements with respect to commercially available off-the-shelf software, which shall not be required to be disclosed on such Schedule); (c) the Intellectual Property described in ***Schedule 5.23*** constitute all of the property of such type necessary to the current and reasonably anticipated future conduct of the Loan Parties' business; (d) to the best of each Loan Party's knowledge, no slogan or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon any rights held by any other Person (except any such infringement that could not reasonably be expected to have a Material Adverse Effect); and (e) to each Loan Party's knowledge, and except as could not reasonably be expected to have a Material Adverse Effect, no claim or litigation regarding any of the foregoing is pending or threatened, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard, or code is pending or, to the knowledge of any Loan Party, proposed.

5.24 Insurance. ***Schedule 5.24*** lists all insurance policies maintained, as of the Closing Date, by each Loan Party required to be maintained pursuant to ***Section 6.6***.

5.25 Solvency.

(a) Immediately after giving effect to the transactions to occur on the Closing Date, (i) the fair value of the assets of the Loan Parties on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, subordinated, contingent or otherwise, of the Loan Parties on a consolidated basis; (ii) the present fair saleable value of the Property of the Loan Parties on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Loan Parties', on a consolidated basis, debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Loan Parties on a consolidated basis will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Loan Parties on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted after the date hereof.

(b) As of the Closing Date, no Loan Party intends to, nor does the Borrower intend to permit any of its Subsidiaries to, and no Loan Party believes that it or any of its Subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing of and amounts of cash to be received by the Borrower, or any such Subsidiary and the timing of the amounts of cash to be payable on or in respect of the Borrower's Indebtedness or the Indebtedness of any such Subsidiary.

5.26 Common Enterprise. The successful operation and condition of each of the Loan Parties is dependent on the continued successful performance of the functions of the group of the Loan Parties as a

whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrower hereunder, both in their separate capacities and as members of the group of companies. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

5.27 Reportable Transaction. The Borrower does not intend to treat the Advances and related transactions as being a "***reportable transaction***" (within the meaning of Treasury Regulation Section 1.6011-4). In the event the Borrower determines to take any action inconsistent with such intention, it will promptly notify the Agent thereof.

5.28 Labor Disputes. Except as set forth on ***Schedule 5.28***, as of the Closing Date (a) there is no collective bargaining agreement or other labor contract covering employees of the Borrower or any of its Subsidiaries, (b) no such collective bargaining agreement or other labor contract is scheduled to expire during the term of this Agreement, (c) to the Borrower's knowledge, no union or other labor organization is seeking to organize, or to be recognized as, a collective bargaining unit of employees of the Borrower or any of its Subsidiaries or for any similar purpose, and (d) there is no pending or (to the best of the Borrower's knowledge) threatened, strike, work stoppage, material unfair labor practice claim, or other material labor dispute against or affecting the Borrower or its Subsidiaries or their employees.

5.29 Sanctions Laws and Regulations. Each Loan Party and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance by such Loan Party and its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and Sanctions, to the extent applicable to such Persons, and each Loan Party and its officers and employees and to the knowledge of such Loan Party and its directors and agents, are in compliance with Anti-Corruption Laws and Sanctions, in all material respects, to the extent applicable to such Persons. None of (a) the Loan Parties or any of their respective Subsidiaries or, to the knowledge of any Loan Party and its Subsidiaries, any of their respective directors, officers or employees or (b) to the knowledge of any Loan Party and its Subsidiaries, any agent of the Loan Party or its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or Sanctions, in each case, that are applicable to any Loan Party or its Subsidiaries.

5.30 Rate Management Obligations and Banking Services Obligations. As of the Closing Date, (a) each Rate Management Obligation that is a Secured Obligation appears on ***Schedule 5.30A*** and (b) each Banking Services Obligation that is a Secured Obligation appears on ***Schedule 5.30B***.

5.31 EEA Financial Institutions. No Loan Party is an EEA Financial Institution.

ARTICLE VI
COVENANTS

Each of the Borrower and each Restricted Subsidiary agrees that from and after the date hereof and until the Facility Termination Date:

6.1 Financial and Collateral Reporting. The Borrower and each Restricted Subsidiary will maintain a system of accounting established and administered in accordance with GAAP, and the Borrower will furnish to the Lenders:

(a) within one hundred twenty (120) days after the close of each Fiscal Year of the Borrower and its Subsidiaries, an audit report certified by independent certified public accountants reasonably acceptable to the Agent, prepared in accordance with GAAP (and without a "going concern", or like qualification, commentary or exception other than solely with respect to an upcoming maturity date of Indebtedness or a potential liability to satisfy a financial covenant, and without any qualification or exception as to the scope of such audit) on a consolidated and consolidating basis (consolidating statements need not be certified by such accountants), including balance sheets as of the end of such Fiscal Year, related profit and loss and reconciliation of surplus statements, and a statement of cash flows, accompanied by a certificate of said accountants that, in the course of their examination necessary for their certification of the foregoing, they have obtained no knowledge of any Default or Unmatured Default, or if, in the opinion of such accountants, any Default or Unmatured Default shall exist, stating the nature and status thereof, unless (i) obtaining such a certificate is not reasonably economically feasible in the good faith judgment of the Borrower and (ii) the Agent has consented in its sole discretion to the Loan Parties not delivering such certificate;

(b) within forty-five (45) days after the close of the first three (3) Fiscal Quarters of each Fiscal Year of the Borrower and its Subsidiaries, consolidated, and to the extent there are any Unrestricted Subsidiaries at such time, consolidating, unaudited balance sheets as at the close of each such Fiscal Quarter and consolidated profit and loss and reconciliation of surplus statements and a statement of cash flows for the period from the beginning of the applicable Fiscal Year to the end of such Fiscal Quarter, all prepared in accordance with GAAP (except for exclusion of footnotes and subject to normal year-end audit adjustments) and certified by its chief financial officer or controller;

(c) not more than sixty (60) days prior to the end of each Fiscal Year of the Borrower, but not less than thirty (30) days prior to the end of such Fiscal Year, a copy of the Budget in form reasonably satisfactory to the Agent;

(d) together with each of the financial statements required under ***Sections 6.1(a)*** and ***(b)***, a compliance certificate in substantially the form of ***Exhibit D*** (a "***Compliance Certificate***") signed by the chief financial officer or controller of the Borrower showing the calculations necessary to determine compliance with this Agreement stating that no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof and including a listing of all Restricted Subsidiaries and Unrestricted Subsidiaries of the Borrower;

(e) an Appraised Value Report, which report shall update the prior Appraised Value Report with data collected and verified no more than thirty (30) days prior to September 30 of such year and having an effective date of September 30 of each calendar year;

(f) (i) within twenty (20) days after the end of each calendar month if Availability for each day is equal to or greater than $70,000,000 or (ii) on the first Business Day falling three (3) days after the end of each calendar week if Availability for any day is less than $70,000,000, and at such other times as may be requested by the Agent, as of the period then ended, a Borrowing Base Certificate and supporting information in connection therewith;

(g) within twenty (20) days after the end of each calendar month and at such other times as may be reasonably requested by the Agent, as of the period then ended:

(i) a detailed aging of the Borrower's Accounts (A) including all invoices aged by invoice date, and (B) reconciled to the Borrowing Base Certificate delivered as of such date prepared in a manner reasonably acceptable to the Agent, together with a summary specifying the name, address, and balance due for each Account Debtor;

(ii) a schedule detailing the Borrower's Inventory, in form reasonably satisfactory to the Agent, (A) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement, or warehouse agreement), by class (raw material, work-in-process and finished goods), by product type, and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Agent has previously indicated to the Borrower are deemed by the Agent to be appropriate in its Permitted Discretion, (B) including a report of any variances or other results of Inventory counts performed by the Borrower since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by Borrower and complaints and claims made against the Borrower), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(iii) a worksheet of calculations prepared by the Borrower to determine Eligible Accounts and Eligible Inventory, such worksheets detailing the Accounts and Inventory excluded from Eligible Accounts and Eligible Inventory and the reason for such exclusion;

(iv) a reconciliation of the Borrower's Accounts and Inventory between the amounts shown in the Borrower's general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) above; and

(v) a reconciliation of the loan balance per the Borrower's general ledger to the loan balance under this Agreement;

(h) within thirty (30) days after the end of each calendar month and at such other times as may be reasonably requested by the Agent, as of the month then ended, a schedule and aging of the Borrower's accounts payable;

(i) promptly upon the Agent's request:

(i) copies of invoices in connection with the invoices issued by the Borrower in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory or Equipment purchased by any Loan Party; and

(iii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(j) within ten (10) days after the Borrower knows that any Reportable Event has occurred with respect to any Plan that is sponsored or maintained by the Borrower or a Subsidiary, a statement, signed by an Authorized Officer of the Borrower, describing said Reportable Event and the action which the Borrower proposes to take with respect thereto;

(k) within ten (10) days after receipt by any Loan Party, a copy of any notice (i) to the effect that any Loan Party is or may be liable to any Person as a result of the release by any Loan Party, or any other Person of any toxic or hazardous waste or substance into the environment and (ii) alleging any violation of any Environmental Law, in the case of each of clause (i) and (ii), to the extent any such liability or violation could reasonably be expected to have a Material Adverse Effect;

(l) within thirty (30) days of each March 31 and September 30, an updated Customer List, certified as true and correct in all material respects by an Authorized Officer of the Borrower;

(m) (i) concurrently with the delivery of financial statements pursuant to Sections 6.01(a) or 6.01(b), a listing of all Rate Management Obligations and Banking Services Obligations then outstanding and (ii) within ten (10) Business Days of a Loan Party's entry into a Rate Management Obligation or Banking Services Obligation notice of such transaction, in each case in form and substance reasonably satisfactory to the Agent and including (A) the market terms thereof, (B) the net value to market value thereof, (C) any requirements of the parties to post margin and (D) the counterparty thereof; and

(n) such other information (including non-financial information) as the Agent may from time to time reasonably request.

Notwithstanding the foregoing, so long as the Borrower is required to file periodic reports under Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended and in effect from time to time, the obligations in ***paragraphs (a)*** and ***(b)*** of this ***Section 6.1*** shall be deemed satisfied upon the filing (within the applicable time period set forth above) by the Borrower of any report (including on Form 10-K or 10-Q) with the Securities and Exchange Commission.

6.2 Use of Proceeds.

(a) The Borrower will use the proceeds of the Credit Extensions (i) for working capital requirements of the Loan Parties and their Subsidiaries, (ii) for general corporate purposes (not otherwise prohibited by this Agreement) of the Borrower and its Subsidiaries, (iii) to fund a portion of the purchase price of the Compression Acquisition or any Permitted Acquisition, (iv) to make distributions permitted by ***Section 6.13***, and (v) to pay costs and expenses incurred in connection with the Acquisition and Equity Transactions or any Permitted Acquisition.

(b) The Borrower will not, nor will it permit any Loan Party to, use any of the proceeds of the Credit Extensions to (i) purchase or carry any Margin Stock in violation of Regulation U, (ii) repay or refinance any Indebtedness of any Person incurred to buy or carry any Margin Stock, (iii) acquire any security in any transaction that is subject to Section 13 or Section 14 of the Securities Exchange Act of 1934 (and the regulations promulgated thereunder), or (iv) make any Acquisition (except as permitted by ***Section 6.2(a)(iii)***).

6.3 Notices. The Borrower will give prompt notice in writing to the Agent and the Lenders of:

(a) the occurrence of any Default or Unmatured Default;

(b) any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect;

(c) receipt of any notice of any investigation by a Governmental Authority or any litigation or proceeding commenced or threatened against any Loan Party or any Restricted Subsidiary that (i) seeks damages in excess of $50,000,000, (ii) seeks injunctive relief which could reasonably be expected to have a Material Adverse Effect, (iii) is asserted or instituted against any Plan, its fiduciaries or its assets which reasonably would be expected to result in a liability in excess of $50,000,000, (iv) alleges criminal misconduct by any Loan Party or any Restricted Subsidiary, (v) alleges the violation of any law regarding, or seeks remedies in connection with, any Environmental Laws with respect to a claims in excess of $50,000,000, in the aggregate; (vi) seeks to prevent, enjoin or delay the making of any Credit Extensions, or (vii) commences any proceedings contesting any tax, fee, assessment, or other governmental charge in excess of $50,000,000;

(d) any material Lien (other than Permitted Liens) made or asserted against any of the Collateral;

(e) any loss, damage, or destruction to the Collateral in the amount of $50,000,000 or more, whether or not covered by insurance;

(f) any and all default notices received under or with respect to any leased location or public warehouse where Collateral with an aggregate value of $50,000,000 or more is located (which shall be delivered within two (2) Business Days after receipt thereof);

(g) promptly after becoming aware of any pending or threatened strike, work stoppage, unfair labor practice claim, or other labor dispute affecting the Borrower or any of its Restricted Subsidiaries that could reasonably be expected to have a Material Adverse Effect;

(h) the fact that such Loan Party has entered into a Rate Management Transaction or an amendment to a Rate Management Transaction, together with copies of all agreements evidencing such Rate Management Transactions or amendments thereto (which shall be delivered within two (2) Business Days); and

(i) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business. The Borrower and each Restricted Subsidiary will:

(a) do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect,

maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted;

(b) keep adequate books and records with respect to their business activities in which proper entries, reflecting all financial transactions, are made in accordance with GAAP consistently applied; and

(c) at all times maintain, preserve and protect, in all material respects, all of their assets and properties used or useful in the conduct of their business, and keep the same in good repair, working order and condition in all material respects (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices.

6.5 Taxes. Each Loan Party will timely file U.S. federal income and applicable material foreign, state and local tax returns required by law and pay when due all material taxes, assessments and governmental charges and levies upon it or its income, profits, Property or Collateral, except those (i) which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with GAAP and (ii) for which no Lien has been asserted (except for a Permitted Lien pursuant to ***Section 6.19(a)(i)***).

6.6 Insurance.

(a) The Borrower and each Restricted Subsidiary shall at all times maintain, with financially sound and reputable carriers in at least such amounts and against at least such risks (but including in any event public liability) as are usually insured against in the same general area by companies engaged in the same or a similar business for the assets and operations of the Borrower and the Restricted Subsidiaries. The Borrower will furnish to the Agent, upon request of the Agent, information in reasonable detail as to the insurance so maintained.

(b) All insurance policies required under ***Section 6.6(a)*** shall name the Agent (for the benefit of the Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or additional insured clauses, as applicable, in form and substance reasonably satisfactory to the Agent.

(c) Subject to the other provisions of this ***clause (c)***, at any time that Availability is less than $70,000,000 or a Default has occurred and is continuing, any Net Cash Proceeds of insurance or condemnation proceeds relating to Collateral received by the Loan Parties shall be applied to the reduction of the Obligations in accordance with ***Section 2.15(c)***. Regardless of Availability, if such Net Cash Proceeds exceed $30,000,000, the Borrower shall promptly furnish to the Lenders a Borrowing Base Certificate and supporting information in connection therewith. Notwithstanding the foregoing, the Agent shall permit the Loan Parties to replace, restore, repair or rebuild the Collateral with such Net Cash Proceeds; *provided* that if the Loan Parties have not completed, or entered into binding agreements to complete, such replacement, restoration, repair or rebuilding within one hundred eighty (180) days after such casualty or condemnation (or such longer period as the Agent shall agree in its sole discretion), such Net Cash Proceeds shall be applied to the Obligations in accordance with ***Section 2.15(c)***.

6.7 Compliance with Laws. The Borrower and each Restricted Subsidiary will (a) comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including all Environmental Laws, except where the failure so to comply could not reasonably be expected to have a Material Adverse Effect and (b) maintain in effect and enforce policies and procedures designed to ensure compliance by such Loan Party, each Subsidiary thereof, and their respective directors, officers, employees and agents with Anti-Corruption Laws and Sanctions, in each case, to which it may be subject.

6.8 Inspection.

(a) Each Loan Party will permit the Agent, by its employees, representatives and agents, from time to time upon two (2) Business Days' prior notice (i) with respect to field examinations, audits and appraisals not more than once per calendar year unless a Default exists and is continuing and (ii) with respect to all other inspections contemplated by this ***Section 6.8(a)***, as frequently as Agent reasonably determines to be appropriate, to (A) inspect any of the Property, the Collateral, and the books and financial records of such Loan Party, (B) examine, audit and make extracts or copies of the books of accounts and other financial records of such Loan Party, (C) have access during normal business hours to its properties, facilities, the Collateral and its advisors, officers, directors and employees to discuss the affairs, finances and accounts of such Loan Party, and (D) review, evaluate and make test verifications and counts of the Accounts, Inventory and other Collateral of such Loan Party. If a Default has occurred and is continuing, each Loan Party shall provide such access to the Agent at all times and without advance notice. Furthermore, so long as any Default has occurred and is continuing, each Loan Party shall provide the Agent with access to its suppliers. The Loan Parties acknowledge that from time to time the Agent may prepare and may distribute to the Lenders certain audit reports pertaining to the Loan Parties' assets for internal use by the Agent and the Lenders from information furnished to it by or on behalf of the Loan Parties after the Agent has exercised its rights of inspection pursuant to this Agreement.

(b) Each Loan Party shall promptly make available to the Agent and its counsel copies of all books and records that the Agent may reasonably request. The Loan Parties acknowledge that from time to time the Agent may prepare and may distribute to the Lenders certain audit reports pertaining to the Loan Parties' assets for internal use by the Agent and the Lenders from information furnished to it by or on behalf of the Loan Parties after the Agent has exercised its rights of inspection pursuant to this Agreement.

(c) The Borrower hereby acknowledges that (i) the Agent may, but shall not be obligated to, make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the "***Borrower Materials***") by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak or another similar electronic system (the "***Platform***") and (ii) certain of the Lenders may be "***public-side***" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "***Public Lender***"). The Borrower hereby agrees to make all Borrower Materials that the Borrower intends to be made available to Public Lenders clearly and conspicuously designated as "***PUBLIC***". By designating Borrower Materials as "***PUBLIC***", the Borrower authorizes such Borrower Materials to be made available to a portion of the Platform designated "***Public Investor***", which is intended to contain only information that is either publicly available or not material information (though it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States federal and state securities laws (*provided*, *however*, that to the extent such

Borrower Materials constitute Information, they shall be treated as set forth in ***Section 9.9***). Notwithstanding the foregoing, the Borrower shall not be under any obligation to mark any Borrower Materials "***PUBLIC***". The Borrower agrees that (*x*) any Loan Documents and (*y*) any financial statements and related documentation delivered pursuant to ***Section 6.1(a)*** and ***(b)*** will be deemed "***public-side***" Borrower Materials and may be made available to Public Lenders.

6.9 Appraisals. (a) At any time that Availability is less than $70,000,000, not more than two (2) times per Fiscal Year and (b) otherwise, not more than one (1) time per Fiscal Year, (in each case, unless a Default or Unmatured Default exists and is continuing), upon the request of Agent, the Loan

Parties shall, at their sole expense, provide the Agent with Appraised Value Reports or updates thereof.

6.10 Collateral Access Agreements and Real Estate Purchases. Each Loan Party shall use commercially reasonable efforts to obtain ((x) with respect to the Compression Entities, within 90 days after the Closing Date and (y) with respect to Minor Collateral, within 30 days after the Closing Date, or in either case such later date as the Agent may agree in its sole discretion) a Collateral Access Agreement from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where any material portion of the Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Agent. With respect to such locations or warehouse space leased or owned as of the Closing Date and thereafter, if the Agent has not received a Collateral Access Agreement as of the Closing Date (or, (x) if later, as of the date such location is acquired or leased, (y) with respect to the Compression Entities, on the 90th day after the Closing Date or such later date as the Agent may agree in its sole discretion or (z) with respect to Minor Collateral, on the 30th day after the Closing Date or such later date as the Agent may agree in its sole discretion), Borrower's Eligible Inventory at that location shall be subject to such Reserves as may be established by the Agent. After the Closing Date (or (x) with respect to the Compression Entities, the 90th day after the Closing Date or such later date as the Agent may agree in its sole discretion or (y) with respect to Minor Collateral, the 30th day after the Closing Date or such later date as the Agent may agree in its sole discretion), no real property or warehouse space shall be leased by any Loan Party and no Inventory shall be shipped to a processor or converter under arrangements established after the Closing Date, unless and until a satisfactory Collateral Access Agreement shall first have been obtained with respect to such location and if it has not been obtained, Borrower's Eligible Inventory at that location shall be subject to the establishment of Reserves acceptable to the Agent in its Permitted Discretion. No Loan Party shall, except in connection with the Compression Acquisition, acquire any interest in real Property unless, with respect to any such Property where any Collateral of the type that is included in the calculation of the Borrowing Base is located, such Loan Party obtains a satisfactory Collateral Access Agreement from any lessor or mortgagee (as applicable) with respect to such location prior to any such Collateral being moved to such location.

6.11 Deposit Account Control Agreements and Lock Boxes.

(a) The Loan Parties shall (in the case of the Compression Entities, within 90 days after the Closing Date or such later date as the Agent may agree in its sole discretion) (i) provide (with respect to any Loan Parties as of the Closing Date other than the Compression Entities, (x) on or prior to the Closing Date with respect to any Collateral other than Minor Collateral and (y) within 30 days after the Closing Date, or such later date as the Agent may agree in its sole discretion, with respect to Minor Collateral) with respect to each Collateral Deposit Account of the Loan Parties (other than Excluded Deposit Accounts), which Collateral Deposit Accounts are identified on ***Schedule 6.11***, a Deposit

Account Control Agreement duly executed on behalf of the depositary bank holding such Deposit Account, (ii) establish lock box service (the "***Lock Boxes***") with the bank(s) set forth in ***Schedule 6.11***, which lock boxes shall be subject to irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent and shall be accompanied by an acknowledgment by each bank where a Lock Box is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account (a "***Lock Box Agreement***") and (iii) direct all of Payment Account Debtors of each Loan Party to forward payments directly to Lock Boxes subject to Lock Box Agreements.

(b) The Agent shall have sole access to the Lock Boxes at all times and each Loan Party shall take all actions reasonably necessary to grant the Agent such sole access. At no time shall any Loan Party remove any item from the Lock Box or from a Collateral Deposit Account without the Agent's prior written consent. If a Loan Party should refuse or neglect to notify any Payment Account Debtor to forward payments directly to a Lock Box subject to a Lock Box Agreement after notice from the Agent, the Agent shall be entitled to make such notification directly to the applicable Payment Account Debtor. If notwithstanding the foregoing instructions, a Loan Party receives any proceeds of any Accounts, such Loan Party shall receive such payments as the Agent's trustee, and shall immediately deposit all cash, checks or other similar payments related to or constituting payments made in respect of Accounts received by it to a Collateral Deposit Account. All funds deposited into any Lock Box subject to a Lock Box Agreement or a Collateral Deposit Account will be swept on a daily basis into a collection account maintained by the Loan Party with the Agent (the "***Collection Account***"). The Agent shall hold and apply funds received into the Collection Account as provided by the terms of ***Section 6.11(d)***.

(c) Subject to Section 6.11(a), before opening, acquiring or replacing any Collateral Deposit Account, opening any new Deposit Account (other than Excluded Deposit Accounts) or establishing a new Lock Box, each Loan Party shall notify the Agent in writing, of the new Deposit Account or Lock Box, and (b) cause each bank with which a Deposit Account (other than Excluded Deposit Accounts) it acquires is maintained, or with which it seeks to open (i) a Deposit Account (other than Excluded Deposit Accounts) to enter into a Deposit Account Control Agreement with the Agent, or (ii) a Lock Box to enter into a lock box agreement with the Agent in order to give the Agent "control" (within the meaning of Sections §8-106, 9-104, 9-105, 9-106, and 9-107 of the UCC) of the Lock Box. In the case of Deposit Accounts or Lock Boxes maintained with any Lender, the terms of such agreement shall be subject to the provisions of this Agreement with respect to setoffs. In its sole discretion, the Agent may extend the time period for the provision of a Deposit Account Control Agreement with respect to any newly opened Deposit Account or Deposit Account of a newly formed or acquired subsidiary.

(d) All amounts deposited in the Collection Account shall be deemed received by the Agent in accordance with ***Section 2.18(b)*** and shall, after having been credited in immediately available funds to the Collection Account, be applied (and allocated) by Agent in accordance with ***Section 2.19***. In no event shall any amount be so applied unless and until such amount shall have been credited in immediately available funds to the Collection Account. All other cash proceeds of the Collateral, which are not required to be applied to the Secured Obligations or deposited into a Deposit Account subject to a Deposit Account Control Agreement, in each case, pursuant to ***Section 2.15*** of the Credit Agreement shall be, at the election of the Borrower, either (a) deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured

Obligations or (b) otherwise applied by the Loan Parties in any manner not prohibited by this Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, so long as no Activation Event shall have occurred and is continuing, the relevant Loan Party shall give each depository bank instructions in accordance with the Deposit Account Control Agreement to disburse funds on deposit in the applicable Deposit Account referenced therein as the relevant Loan Party may direct and access such account or the funds therein until such time as an Activation Event shall have occurred; *provided that*, Agent shall have the sole right to direct the disbursement of funds in such Deposit Account in accordance with the Deposit Account Control Agreement for any period during which an Activation Event has occurred and is continuing. After the conclusion of an Activation Event, if Availability is greater than $70,000,000 for at least thirty (30) consecutive days, the Agent shall give the applicable depository bank instructions to disburse funds on deposit as the relevant Loan Party may direct and to allow the relevant Loan Party to access such Deposit Account or the funds therein until such time as an Activation Event has again occurred.

6.12 Additional Guarantors and Collateral; Further Assurances; Unrestricted Subsidiaries.

6.12.1

(a) Subject to applicable law, each Loan Party shall (i) cause each of its Significant Domestic Subsidiaries existing on the Closing Date to be a Guarantor under this Agreement and (ii) cause, within thirty (30) days after the date of creation or acquisition thereof (or such later date as the Agent may agree in its sole discretion), each of its Significant Domestic Subsidiaries formed or acquired after the Closing Date to become a party to this Agreement as a Guarantor by executing a Joinder Agreement.

(b) Each Loan Party shall, within thirty (30) days (or such later date as the Agent may agree in its sole discretion) after the date of creation or acquisition of any new Significant Domestic Subsidiary (including, for the avoidance of doubt, and subject to ***Section 4.2***, the Compression Acquisition), (i) grant Liens to the Agent, for the benefit of the Agent on behalf of the Lenders, pursuant to such documents as the Agent may reasonably deem necessary and deliver such property, documents, and instruments as the Agent may reasonably request to perfect the Liens of the Agent in any Property of such Loan Party which constitutes Collateral and (ii) in connection with the foregoing requirements deliver to the Agent all items of the type required by ***Sections 4.1(f) (h), (i) and (j)*** of the Credit Agreement (as applicable and including lien searches and the filing of financing statements, but, with respect to lien searches, in respect of the Compression Entities on the Closing Date limited to the provision of information necessary for the Agent to obtain lien searches). Upon execution and delivery of such Loan Documents and other instruments, certificates, and agreements, each such Person shall automatically become a Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents.

6.12.2 Each Loan Party will cause (within thirty (30) days after acquisition or creation of a new Subsidiary) (i) one-hundred percent (100%) of the issued and outstanding Capital Stock of each of its Significant Domestic Subsidiaries and (ii) sixty-five percent (65%) of the issued and outstanding Capital Stock entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and one-hundred percent (100%) of the issued and outstanding Capital Stock not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in (A) each Foreign Subsidiary and (B)

each FSHCO, in each case directly owned by the Borrower or any Domestic Subsidiary (other than an Excluded Subsidiary) to be subject at all times to a first priority, perfected Lien in favor of the Agent pursuant to the terms and conditions of the Loan Documents or other security documents as the Agent shall reasonably request.

6.12.3 Without limiting the foregoing, each Loan Party shall, and shall cause each of the Borrower's Subsidiaries which is required to become a Loan Party pursuant to the terms of this Agreement to, execute and deliver, or cause to be executed and delivered, to the Agent such documents and agreements, and shall take or cause to be taken such actions as the Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents.

6.12.4 Unless designated as an Unrestricted Subsidiary in accordance with this ***Section 6.12.4***, each Subsidiary of the Borrower shall be classified as a Restricted Subsidiary. The Borrower may designate by written notification thereof to the Agent any Subsidiary (other than the Borrower or any Significant Domestic Subsidiary under ***clause (ii)*** of the definition thereof) as an Unrestricted Subsidiary at any time if (i) prior, and after giving effect, to such designation (including after giving effect to the reclassification of any Investments in, Indebtedness of, and/or Liens on the assets of, such Subsidiary), no Default exists or would immediately result and (ii) such designation is deemed to be an Investment in an Unrestricted Subsidiary in an amount equal to the fair market value as of the date of such designation of the applicable Loan Party's direct and indirect ownership interest in such Subsidiary and such Investment would be permitted to be made at the time of such designation under ***Section 6.18***.

6.12.5 If the Borrower desires to designate any Subsidiary which is then an Unrestricted Subsidiary to be a Restricted Subsidiary after the date hereof, the Borrower shall cause such Person to comply with ***Section 6.12.3***, at which time such Subsidiary shall cease to be an "***Unrestricted Subsidiary***" and shall become a "***Restricted Subsidiary***" for purposes of this Agreement and the other Loan Documents without any amendment, modification or other supplement to any of the foregoing.

6.12.6 Notwithstanding any provision contained in this ***Section 6.12***, elsewhere in this Agreement or in any Collateral Document or other Loan Document, to the extent any security interest in (a) any assets of the Compression Entities or (b) any Minor Collateral (other than, in each case, to the extent a lien on such assets may be perfected (x) by the filing of a financing statement under the Uniform Commercial Code or (y) by the delivery of stock certificates, except, with respect to the Compression Entities, such stock certificates will only be required to be delivered on the Closing Date to the extent delivered by the Compression Entities (or their parent entities) on or prior to the Closing Date, *provided* that the Borrower has used commercially reasonable efforts to cause the Compression Entities (or their parent entities) to do so) is not or cannot be provided and/or perfected on the Closing Date after the Borrower's use of commercially reasonable efforts to do so without undue burden or expense, the provision and/or perfection of security interests in such assets shall be required to be delivered, provided and/or perfected within (x) ninety (90) days for assets of Compression Entities or (y) thirty (30) days for Minor Collateral, after the Closing Date (or, in either case, such later date as the Agent may agree in its sole discretion).

6.13 Restricted Payments.

(a) Neither the Borrower nor any Restricted Subsidiary will declare or pay any dividends or make any distributions on its Capital Stock, pay any management fee to

any Affiliate, or redeem, repurchase or otherwise acquire any of its Capital Stock at any time outstanding (in each case, other than to the extent payable in or exchangeable for its own common stock or membership units) (collectively, "***Restricted Payments***"), except that any Subsidiary may declare and pay Restricted Payments to the Borrower, a Wholly-Owned Subsidiary of the Borrower, or on a *pro rata* basis to the owners of such Subsidiary's Capital Stock; *provided* that:

(i) the Borrower may make Tax Distributions;

(ii) the Borrower may repurchase any Capital Stock from officers, directors, current and former employees, or other consultants of the Borrower and its Affiliates, so long as the consideration for such purchase is funded solely with the proceeds of recovery on key man insurance policies;

(iii) the Borrower may make Restricted Payments from the Designated Contribution Amount so long as (A) such amounts have not already been (x) spent or (y) used as a Specified Equity Contribution, (B) no Default or Unmatured Default has occurred and is continuing or would immediately result therefrom, (C) immediately prior to and after giving effect to such Restricted Payment, the Borrower shall have excess Availability of at least $100,000,000, (D) such Designated Contribution Amount was not contributed to the Borrower more than eighteen (18) months prior to the date such Restricted Payment is made, (E) immediately prior to and after giving effect to such Restricted Payment, the Borrower shall be in compliance, on a *pro forma* basis, with the financial covenants set forth in ***Section 6.25***, and (F) the Borrower shall have delivered a certificate to the Agent evidencing its compliance with ***subsections (A)***, ***(B)***, ***(C)***, ***(D) and (E)***;

(iv) the Borrower may declare and pay Restricted Payments in connection with a DRIP or the LTIP;

(v) the Borrower may declare and pay Restricted Payments of reasonable and customary expenses to the Managing General Partner or any appropriate Subsidiary or Affiliate thereof, in each case, as contemplated or permitted by the Partnership Agreement, so long as no Default has occurred hereunder or would immediately result therefrom;

(vi) the Borrower may declare and pay Restricted Payments of Available Cash in accordance with the Partnership Agreement so long as (A) no Default has occurred or is continuing or would immediately result therefrom, (B) immediately prior to and after giving effect to such Restricted Payment, the Borrower shall be in compliance, on a *pro forma* basis, with the financial covenants set forth in ***Section 6.25*** and (C) immediately prior to and after giving effect to any such Restricted Payment, the Borrower shall have Availability of at least $100,000,000;

(vii) the Borrower may declare and pay Restricted Payments in connection with the GP Contribution Transactions;

(viii) the Borrower may declare and pay Restricted Payments in the form of PIK units issued in connection with the Preferred Equity and Warrants; and

(ix) to the extent characterized as a distribution, the Borrower may make a payment of the cash component of the purchase price for the Compression Acquisition on the Closing Date.

(b) No Loan Party shall directly or indirectly enter into or become bound by any agreement, instrument, indenture or other obligation (other than this Agreement and the Loan Documents) that could directly or indirectly restrict, prohibit or require the consent of any Person with respect to the payment of dividends or distributions or the making or repayment of intercompany loans by a Restricted Subsidiary of the Borrower to the Borrower.

6.14 Indebtedness. Neither the Borrower nor any Restricted Subsidiary will create, incur or suffer to exist any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness existing on the date hereof and described in ***Schedule 5.20***;

(c) subject to ***Section 6.14(n)***, purchase money Indebtedness incurred in connection with the purchase of any Equipment (other than Compression Units or Inventory); *provided* that the amount of such purchase money Indebtedness shall be limited to an amount not in excess of the purchase price of such Equipment together with customary fees and expenses incurred in connection with such purchase and such Indebtedness;

(d) Indebtedness which represents an extension, refinancing, or renewal of any of the Indebtedness described in ***Section 6.14(b) or 6.14(c)***; *provided* that (i) the principal amount of such Indebtedness is not increased, (ii) any Liens securing such Indebtedness are not extended to any additional Property of any Loan Party, (iii) no Loan Party that is not originally obligated with respect to repayment of such Indebtedness is required to become obligated with respect thereto, (iv) such extension, refinancing or renewal does not result in a shortening of the average weighted maturity of the Indebtedness so extended, refinanced or renewed, and (v) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the

refinancing, renewal, or extension Indebtedness must include subordination terms and conditions that are at least as favorable to the Agent and the Lenders as those that were applicable to the refinanced, renewed, or extended Indebtedness;

(e) Indebtedness owing by any Loan Party to any other Loan Party with respect to intercompany loans; *provided* that:

(i) the applicable Loan Parties shall have executed a promissory note (collectively, the "***Intercompany Notes***") to evidence any such intercompany Indebtedness owing at any time by any Loan Party to another Loan Party, which Intercompany Notes shall be in form and substance reasonably satisfactory to the Agent and shall be pledged and delivered to the Agent pursuant to the Security Agreement as additional Collateral for the Secured Obligations;

(ii) the Borrower shall record all intercompany transactions on its books and records in a manner reasonably satisfactory to the Agent;

(iii) the obligations of the Borrower under any such Intercompany Notes shall be subordinated to the Obligations of the Borrower hereunder in a manner reasonably satisfactory to the Agent;

(iv) at the time any such intercompany loan or advance is made by the Borrower and after giving effect thereto, the Borrower shall be solvent; and

(v) no Default or Unmatured Default would occur and be continuing immediately after giving effect to any such proposed intercompany loan;

(f) Contingent Obligations (i) by endorsement of instruments for deposit or collection in the ordinary course of business, (ii) consisting of the Reimbursement Obligations, and (iii) consisting of the Guaranty and guarantees of Indebtedness incurred for the benefit of any other Loan Party if the primary obligation is expressly permitted elsewhere in this ***Section 6.14***;

(g) (i) Capitalized Lease Obligations resulting from the exercise of purchase options to which the Compression Entities are party on the Closing Date and (ii) Subject to ***Section 6.14(n)***, other Capitalized Lease Obligations;

(h) Indebtedness arising under Rate Management Transactions that are not speculative and intended to hedge risks in the ordinary course of business of the Borrower and its Restricted Subsidiaries;

(i) (i) Other secured or unsecured Indebtedness issued by the Borrower or any Loan Parties; *provided* that (A) immediately prior to and after giving effect to the issuance of such Indebtedness, there would be no Default under this Agreement, (B) the scheduled maturity of such Indebtedness is no earlier than twelve (12) months after the Facility Termination Date in effect on the date such Indebtedness is incurred, (C) such Indebtedness does not require any scheduled repayments, defeasance or redemption (or sinking fund therefor) of any principal amount thereof prior to maturity, (D) the indenture or other agreement governing such Indebtedness shall not contain (x) maintenance financial covenants or (y) other terms and conditions that which taken as a whole are materially more restrictive on the Borrower or any of its Subsidiaries than then available market terms and conditions for comparable issuers and issuances, and (E) if such Indebtedness is secured, any Liens securing such Indebtedness constitute Permitted Liens, (ii) the Senior Notes and (iii) any refinancings, refundings, renewals or extensions thereof; *provided* that the terms of such refinancing, refunding, renewing, or extending Indebtedness satisfy the requirements of ***Section 6.14(i)(i)***; provided that with respect to the Senior Notes, the requirements set forth in the foregoing ***clauses (A)*** through ***(D)*** shall not apply;

(j) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(k) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and similar obligations, in each case provided in the ordinary course of business, provided that immediately before and after such Indebtedness is incurred the outstanding amount of such Indebtedness shall not in the aggregate exceed $15,000,000;

(l) Indebtedness in respect of bankers' acceptances supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(m) Banking Services Obligations; and

(n) Notwithstanding anything to the contrary in ***Section 6.14(c) and (g)(ii)*** the aggregate outstanding debt with respect to purchase money Indebtedness and Capitalized Lease Obligations Indebtedness under ***Section 6.14(c) and (g)(ii)*** shall not in the aggregate exceed $50,000,000 outstanding at any one time.

6.15 Line of Business. Neither the Borrower nor any Restricted Subsidiary shall engage in any business that is not a midstream services business or incidental, complementary, reasonably similar or otherwise reasonably related to those lines of business conducted by it on the Closing Date or a reasonable extension, development or expansion thereof or ancillary thereto.

6.16 Merger. Neither the Borrower nor any Restricted Subsidiary will merge or consolidate with or into any other Person, except that any Subsidiary of the Borrower may merge with the Borrower or any Restricted Subsidiary of the Borrower; *provided*, *however*, that in no event may (a) the

Borrower merge with a Subsidiary unless the Borrower is the survivor of such merger or (b) a Loan Party merge with a Subsidiary unless a Loan Party is the survivor of such merger.

6.17 Sale of Assets. Neither the Borrower nor any Restricted Subsidiary will lease, sell or otherwise dispose of its Property (including any sale or disposal of Capital Stock of any Restricted Subsidiary, but excluding any issuance by the Borrower of its own Equity Interests) to any other Person, except:

(a) sales of Inventory (excluding Compression Units) in the ordinary course of business and leases or rentals of Inventory (including Compression Units) in the ordinary course of business;

(b) sales of Compression Units which comply with the terms and conditions in ***subparagraph (i)*** and ***(ii)*** and either ***subparagraph (iii)*** or ***subparagraph (iv)*** below:

(i) for any sale of one or more Compression Units pursuant to a single transaction which results in a gross sales price in excess of $15,000,000, or for any sale of one or more Compression Units, individually or in the aggregate for any Fiscal Year, which results in an aggregate gross sales price in such Fiscal Year in excess of $30,000,000, the Net Cash Proceeds must be remitted by or on behalf of the applicable purchaser directly to the Agent for application to the Obligations as set forth herein;

(ii) in respect of any proposed sale of Compression Units, the Borrower shall have delivered to the Agent a certificate of the president and either the chief financial officer or the controller of the Borrower certifying that (i) the aggregate gross sales price for the Compression Units in any individual transaction, shall not be less than seventy-five percent (75%) of the Net Orderly Liquidation Value for such Compression Units as established by the Current Valuation Report, or such lesser amount as determined by Agent in its Permitted Discretion and (ii) such sale shall be made to a *bona fide* third party purchaser on an arm's-length basis;

(iii) in respect of any proposed sale of Compression Units, no consent shall be required if the Borrower shall have delivered to the Agent a certificate of the president and either the chief financial officer or the controller of the Borrower certifying that the gross sales price for the proposed sale of Compression Units, together with the gross sales price of all prior sales of Compression Units since the Closing Date (less the aggregate amount paid by the Borrower during such period in respect of replacement Compression Units) shall not exceed in the aggregate twenty-five percent (25%) of the total Net Orderly Liquidation Value established in the Current Valuation Report; and

(iv) in respect of any proposed sale of Compression Units, the Borrower shall obtain the consent of the Agent, which may be given or withheld in its Permitted Discretion, if the gross sale price for the proposed sale of Compression Units, together with the gross sale price of all prior sales of Compression Units since the Closing Date (less the aggregate amount paid by Borrower during such period in respect of replacement Compression Units), exceeds in the aggregate twenty-five percent (25%) of the total Net Orderly Liquidation Value established in the Current Valuation Report.

(c) the sale or other disposition of Property that is worn-out, obsolete or no longer used or useful in the business of the Borrower and its Restricted Subsidiaries;

(d) other sales or dispositions of assets having a book value not exceeding $15,000,000 in the aggregate in any Fiscal Year;

(e) subject to ***Section 6.21***, leases, sales, or other dispositions of Property (i) between or among Loan Parties or (ii) between or among Restricted Subsidiaries that are not Loan Parties;

(f) Restricted Payments permitted pursuant to ***Section 6.13***;

(g) the sale or other disposition of assets that are not included in the calculation of the Borrowing Base (other than assets that were previously included in the Borrowing Base and were subsequently excluded therefrom due to a failure to remain eligible, unless at the time of such sale or disposition, the Aggregate Credit Exposure does not exceed the Borrowing Base); and

(h) dispositions of Unrestricted Subsidiaries.

Any sale of assets permitted by this ***Section 6.17*** other than sales pursuant to ***subsection (e)*** shall be free and clear of the Agent's and the Lenders' Liens in such assets, and upon Borrower's certification to the Agent that a sale is permitted by the terms of this ***Section 6.17***, the Agent, on behalf of itself and the other Lenders, shall deliver releases of the Liens of the Agent in such assets to the Borrower concurrently with or promptly following, the consummation of such sale in compliance with the terms and conditions of this ***Section 6.17***. At any time that (i) Availability is less than $70,000,000 or (ii) a Default has occurred and is continuing, the Net Cash Proceeds of any sale or disposition permitted pursuant to this ***Section 6.17*** (other than pursuant to ***Sections 6.17(a)***, ***(b)(i)***, ***(d)***, ***(e)***, ***(g)*** or ***(h)***) received by any Loan Party shall be delivered to the Agent to the extent required by ***Section 2.15*** and applied to the Obligations as set forth therein all without a permanent reduction in the Aggregate Commitment and without prejudice to the Borrower's rights under ***Section 2.1.1(a)(i)***, subject to the terms of this Agreement, to borrow, repay and reborrow Revolving Loans at any time prior to the Facility Termination Date.

6.18 Investments and Acquisitions. Neither the Borrower nor any Restricted Subsidiary will (*x*) make or suffer to exist any Investments (including loans and advances to, and other Investments in, Subsidiaries), or commitments therefor, (*y*) become or remain a partner in any partnership or joint venture, or (z) make any Acquisition, except:

(a) Cash Equivalent Investments, subject to control agreements in favor of the Agent for the benefit of the Lenders or otherwise subject to a perfected security interest in favor of the Agent for the benefit of the Lenders;

(b) Investments by the Borrower and the Restricted Subsidiaries in Equity Interests in their respective Subsidiaries; *provided* that (i) any such Equity Interests held by a Loan Party shall be pledged pursuant to the Security Agreement to the extent required pursuant to ***Section 6.12*** and (ii) the aggregate amount of Investments by Loan Parties in Unrestricted Subsidiaries (together with outstanding intercompany loans permitted under ***clause (ii)*** to the proviso to ***Section 6.18(b)*** and outstanding Guarantees permitted under the proviso to ***Section 6.18(d)***) shall not exceed $25,000,000 at any time outstanding;

(c) loans or advances made by any Loan Party to any Subsidiary and made by any Restricted Subsidiary to a Loan Party or any other Subsidiary; *provided* that (i) any such loans and advances made by a Loan Party shall be evidenced by a promissory note pledged pursuant to the Security Agreement and (ii) the amount of such loans and advances made by Loan Parties to Unrestricted Subsidiaries (together with outstanding Investments permitted under ***clause (ii)*** to the proviso to ***Section 6.18(b)*** and outstanding Guarantees permitted under the proviso to ***Section 6.18(d)***) shall not exceed $25,000,000 at any time outstanding;

(d) Guarantees constituting Indebtedness permitted by ***Section 6.14***; *provided* that the aggregate principal amount of Indebtedness of Unrestricted Subsidiaries that is Guaranteed by any Loan Party (together with outstanding Investments permitted under ***clause (ii)*** to the proviso to ***Section 6.18(b)*** and outstanding intercompany loans permitted under ***clause (ii)*** to the proviso to ***Section 6.18(c)***) shall not exceed $25,000,000 at any time outstanding;

(e) other Investments in existence on the Closing Date and described in ***Schedule 6.18***;

(f) Investments by the Borrower and the Restricted Subsidiaries consisting of routine employee advances in the ordinary course of business, but not to exceed an outstanding amount, at any time, of $2,500,000;

(g) Investments comprised of notes payable, or stock or other securities issued by Account Debtors to such Loan Party pursuant to negotiated agreements with respect to settlement of such Account Debtor's Accounts in the ordinary course of business;

(h) Without duplication, Investments made with amounts that would otherwise be available to make Restricted Payments pursuant to ***Section 6.13(a)(iii)*** or ***(vi)***;

(i) Permitted Acquisitions; *provided* that the Agent shall have received a certificate of an Authorized Officer of Borrower certifying as to the satisfaction of the requirements set forth in the definition of "Permitted Acquisition";

(j) the Compression Acquisition; and

(k) the GP Contribution Transactions.

6.19 Liens.

(a) No Loan Party will create, incur, or suffer to exist any Lien in, of, or on the Property of such Loan Party, except the following (collectively, "***Permitted Liens***"):

(i) Liens for taxes, fees, assessments, or other governmental charges or levies on the Property of such Loan Party if such Liens (A) shall not at the time be delinquent or (B) subject to the provisions of ***Section 6.5***, do not secure obligations in excess of $50,000,000, are being contested in good faith and by appropriate proceedings diligently pursued, adequate reserves in accordance with GAAP have been set aside on the books of such Loan Party, and a stay of enforcement of such Lien is in effect;

(ii) Liens imposed by law, such as carrier's, warehousemen's, and mechanic's Liens and other similar Liens arising in the ordinary course of business which secure payment of obligations not more than thirty (30) days past due;

(iii) statutory Liens in favor of landlords of real Property leased by such Loan Party; *provided* that such Loan Party is current with respect to payment of all rent and other amounts due to such landlord under any lease of such real Property;

(iv) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation or to secure the performance of bids, tenders, or contracts (other than for the repayment of Indebtedness) or to secure indemnity, performance, or other similar bonds for the performance of bids, tenders, or contracts (other than for the repayment of Indebtedness) or to secure statutory obligations (other than liens arising under ERISA or Environmental Laws) or surety or appeal bonds, or to secure indemnity, performance, or other similar bonds, in each case, in the ordinary course of business;

(v) utility easements, building restrictions, and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character and which do not in any material way affect the marketability of such real Property or interfere with the use thereof in the business of the Borrower and the Restricted Subsidiaries;

(vi) Liens existing on the Closing Date and described in ***Schedule 6.19***;

(vii) Liens resulting from any extension, refinancing, or renewal of the related Indebtedness as permitted pursuant to ***Section 6.14(d)***; *provided* that the Liens evidenced thereby are not increased to cover any additional Property not originally covered thereby;

(viii) Liens securing purchase money Indebtedness of the Borrower and the Restricted Subsidiaries incurred in connection with the purchase of any Equipment other than Compression Units or Inventory and permitted pursuant to ***Section 6.14(c)***; *provided* that such Liens attach only to the Property which was purchased with the proceeds of such purchase money Indebtedness;

(ix) Liens securing other Indebtedness of the Borrower and the Restricted Subsidiaries; provided that such Liens shall not attach to any Property of the Borrower or the Restricted Subsidiaries that is of the type of Property included in the Borrowing Base or any of the proceeds, products, substitutions or replacements thereof; and provided, further, that such liens, when granted, shall not (as determined by the Borrower in good faith at such time) encumber property with a fair market value exceeding $10,000,000;

(x) Liens in favor of the Agent granted pursuant to any Loan Document;

(xi) the Liens and purchase option of the Superior Parties with respect to the Subject Compressor Packages granted pursuant to the Superior Purchase Option Agreement, it being acknowledged and agreed that the Lien in favor of the Agent, for the benefit of itself and the Lenders, to secure the Secured Obligations with respect to the Subject Compressor Packages shall be subordinated to such Liens and purchase option of the Superior Parties pursuant to the Consent Agreement;

(xii) Liens on Equity Interests in Unrestricted Subsidiaries securing obligations of such Unrestricted Subsidiaries;

(xiii) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (j) of ***Article VII***;

(xiv) licenses and sublicenses (it being understood that any licenses of any intellectual property owned by a Loan Party or a Restricted Subsidiary shall be on a non-exclusive basis) granted by a Loan Party or a Restricted Subsidiary and leases and subleases (by a Loan Party or a Restricted Subsidiary as lessor or sublessor) to third parties in the ordinary course of business and not interfering with the business of the Loan Party or a Restricted Subsidiary;

(xv) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of a Loan Party or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of a Loan Party or any Restricted Subsidiary, (iii) relating to purchase orders and other agreements entered into with customers of any Loan Party or any Restricted Subsidiary in the ordinary course of business and (iv) encumbering reasonable customary initial deposits and margin deposits;

(xvi) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(xvii) Liens (i) arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Loan Party or any Restricted Subsidiary in the ordinary course of business and (ii) arising by operation of law under Article 2 of the Uniform Commercial Code;

(xviii) Liens arising from precautionary UCC financing statements (or similar filings under other applicable law) regarding operating leases or consignment or bailee arrangements; and

(xix) Liens on insurance policies and the proceeds thereof securing the financing of the premiums thereof in an amount not to exceed the premiums of such insurance policies.

(b) Other than as provided in the Loan Documents, no Loan Party will enter into or become subject to any negative pledge or other restriction on the right of such Loan Party to grant Liens to the Agent and the Lenders on any of its Property; *provided* that any such negative pledge or other restriction entered into in connection with the creation of Indebtedness under ***Section 6.14(c) or (g)*** shall be limited to the Property securing such purchase money Indebtedness or Capitalized Lease Obligation.

6.20 Change of Name or Location; Change of Fiscal Year. No Loan Party shall (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, to the extent such change could adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral; *provided* that the Borrower may make any such change so long as (x) it gives the Agent notice thereof within thirty (30) days thereafter and (y) it takes any reasonable action requested by the Agent to protect the validity, perfection and priority of the Agent's security interest in the Collateral; *provided further* that, notwithstanding the foregoing, any new location for the storage of Collateral shall be located in the continental U.S. Neither the Borrower nor any Restricted Subsidiary shall change its Fiscal Year.

6.21 Affiliate Transactions. Other than (i) Restricted Payments pursuant to ***Section 6.13***, (ii) performance of the rights and obligations under the Partnership Agreement, Equity Restructuring Agreement, DRIP and the LTIP to the extent not otherwise prohibited by the terms of this Agreement and (iii) as provided in ***Schedule 6.21***, no Loan Party will enter into any transaction (including the purchase or sale of any Property or service) with, or make any payment or transfer (including any payment or transfer with respect to any fees or expenses for management services) to, any Affiliate except upon fair and reasonable terms no less favorable to such Loan Party than such Loan Party would obtain in a comparable arm's-length transaction.

6.22 Amendments to Agreements.

(a) Except in connection with the Acquisition and Equity Transactions, the GP Contribution Transactions, or other transactions not reasonably expected to have a material and adverse effect on the Agent or the Lenders or the interests of the Agent or the Lenders (i) none of the Borrower or any Restricted Subsidiary will or will allow the Managing General Partner, or its other partners to terminate or amend the organizational or governing documents of such Loan Party without the prior written consent of the

Required Lenders, (ii) the Borrower shall cause the Managing General Partner not to terminate or amend the organizational or governing documents of the Managing General Partner without the prior written consent of the Required Lenders, and (iii) no Loan Party will amend the Master Lease Agreement or allow the Master Lease Agreement to be amended in a manner that is adverse to the interests of the Agent or the Lenders without the prior written consent of Agent (such approval not to be unreasonably withheld, conditioned or delayed).

(b) Neither the Borrower nor any Restricted Subsidiary shall permit the terms of the Preferred Equity and Warrants to be amended in a manner materially adverse to the Agent or the Lenders or the interests of the Agent or the Lenders. It is understood and agreed that, for the purposes of this ***Section 6.22(b)*** and without limitation, that any amendment, waiver or other action that results in the following modifications to the terms of the Preferred Equity and Warrants shall be deemed to be materially adverse to the Agent and Lenders and their respective interests: (i) the Preferred Units ceasing to be treated as equity or mezzanine equity under GAAP, (ii) permitting the redemption of Preferred Units at the election of the issuer or holders thereof in a manner not permitted as of the Closing Date or (iii) adding mandatory redemption provisions, event of default, maturity, acceleration or equivalent provisions not in existence as of the Closing Date.

(c) Notwithstanding the foregoing with respect to any amendment set forth above, the Loan Parties shall provide the Agent with a fully executed copy thereof on the effective date of such amendment regardless of whether the Agent's consent is required to such amendment pursuant to the ***Section 6.22***.

6.23 Prepayment of Indebtedness; Subordinated Indebtedness.

(a) Neither the Borrower nor any Restricted Subsidiary shall, directly or indirectly, voluntarily purchase, redeem, defease or prepay any principal of, premium, if any, interest or other amount payable in respect of the Senior Notes, any Subordinated Indebtedness or any other Indebtedness for borrowed money ("***Restricted Indebtedness***") other than (i) prepayments made with the net cash proceeds of any Capital Stock (other than Disqualified Stock) or Indebtedness permitted to be incurred pursuant to ***Section 6.14***, (ii) the conversion or exchange of Restricted Indebtedness into Capital Stock (other than Disqualified Stock) or Indebtedness permitted to be incurred pursuant to ***Section 6.14***, and (iii) prepayments so long as immediately prior to and after giving effect to such redemption, prepayment or defeasement, (A) no Default has occurred and is continuing or would immediately result therefrom, (B) the Borrower shall be in *pro forma* compliance with the financial covenants set forth herein, and (C) the Borrower shall have excess Availability of at least $100,000,000.

(b) No Loan Party shall amend or modify the indenture, note or other agreement evidencing or governing the Senior Notes, any Subordinated Indebtedness or other Material Indebtedness for borrowed money if the effect of such amendment or modification would shorten the final maturity of such Indebtedness to sooner than six (6) months after the Facility Termination Date then in effect or such amendment or modification would materially adversely affect the rights of the Lenders under this Agreement or their ability to enforce the same.

6.24 [Reserved].

6.25 Financial Covenants.

6.25.1 Interest Coverage Ratio. The Borrower will not permit the Interest Coverage Ratio on a consolidated basis determined as of the last day of each Fiscal Quarter to be less than 2.5 to 1.0.

6.25.2 Leverage Ratio. The Borrower will not permit the Leverage Ratio on a consolidated basis, determined as of the last day of each Fiscal Quarter to be greater than the ratio set forth in the table below for the corresponding Fiscal Quarter; *provided* that if a Specified Acquisition occurs during any Fiscal Quarter commencing with the Fiscal Quarter ended June 30, 2019, the Borrower may increase its applicable Leverage Ratio threshold set forth below by 0.50 for the Fiscal Quarter in which such Specified Acquisition occurs and the two (2) immediately succeeding Fiscal Quarters.

Fiscal Quarter Ending	Leverage Ratio
March 31, 2018	5.75 to 1.0
June 30, 2018	5.75 to 1.0
September 30, 2018	5.75 to 1.0
December 31, 2018	5.75 to 1.0
March 31, 2019	5.75 to 1.0
June 30, 2019	5.50 to 1.0
September 30, 2019	5.50 to 1.0
December 31, 2019	5.50 to 1.0
March 31, 2020, and each Fiscal Quarter thereafter	5.00 to 1.0

6.25.3 Equity Cure. Notwithstanding anything to the contrary contained in this Agreement, for purposes of determining compliance with the financial covenants set forth in this ***Section 6.25*** and not for any other purpose, cash equity contributions (which equity shall be common equity or otherwise in a form reasonably acceptable to the Agent) made by the Permitted Investors to the Borrower after the beginning of the relevant Fiscal Quarter on or prior to the day that is ten (10) Business Days after the day on which financial statements are required to be delivered for such Fiscal

Quarter pursuant to ***Section 6.1*** will, at the request of the Borrower, be included in the calculation of EBITDA solely for the purposes of determining compliance with the Interest Coverage Ratio and Leverage Ratio at the end of such Fiscal Quarter and applicable subsequent periods which include such Fiscal Quarter (any such equity contribution so included in the calculation of EBITDA, a "***Specified Equity Contribution***"); *provided* that (a) in each four (4) consecutive Fiscal Quarter periods, there shall be at least two (2) Fiscal Quarters in respect of which no Specified Equity Contribution is made, (b) there shall be no more than four (4) Specified Equity Contributions prior to the Facility Termination Date, and (c) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in *pro forma* compliance with the Interest Coverage Ratio and Leverage Ratio; *provided* that notwithstanding the foregoing, until the cash from such Specified Equity Contribution is received by the Borrower, there shall be no additional Advances made and no additional Letters of Credit shall be issued under this Agreement.

6.25.4 Effect of Senior Notes. For the purposes of compliance with Sections 6.25.1 and 6.25.2 in connection with the fiscal quarter ended March 31, 2018, it is understood and agreed that the Senior Notes shall not constitute Indebtedness (and any interest accrued on the Senior Notes shall be excluded from the Interest Expense) so long as the net cash proceeds of the Senior Notes are held in a segregated account of the Borrower.

6.26 Depository Banks. Each Loan Party shall maintain the Agent as such Loan Party's principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other Deposit Accounts (other than Excluded Deposit Accounts) for the conduct of its business; *provided* that the foregoing shall not apply to the Compression Entities until the 90th day after the Closing Date or such later date as the Agent may agree in its sole discretion.

6.27 Sale of Accounts. Neither the Borrower nor any Restricted Subsidiary will sell or otherwise dispose of any notes receivable or accounts receivable, with or without recourse; *provided*, *however*, that a the Borrower and its Restricted Subsidiaries may assign delinquent notes and accounts receivable for collection purposes on customary terms.

6.28 Master Service Agreement and Related Contracts. Other than (x) the contracts for the provision of compression services that are subject to the Superior Purchase Option Agreement and (y) contracts of the Compression Entities in effect as of the Closing Date, the Borrower and its Restricted Subsidiaries shall not enter into any contract in the ordinary course of its business for the provision of compression services by the Borrower and its Restricted Subsidiaries to a customer in which a Compression Unit is utilized except for such contracts that (i) provide the Agent with access and other rights satisfactory to it with respect to any Collateral subject to such contract, (ii) permit such contract to be assigned to the Agent by the Borrower or such Restricted Subsidiary subject to customary notice and/or consent requirements, (iii) do not permit such contract to be voluntarily terminated by the customer solely as a result of a change of control of the Borrower or such Restricted Subsidiary, and (iv) would not, either individually or in connection with other contracts of the Borrower or such Restricted Subsidiary, result in the Borrower failing to qualify as a master limited partnership under Section 7704 of the Code; *provided* that the Borrower and its Restricted Subsidiaries may enter into contracts in the ordinary course of their respective businesses for the provision of compression services by the Borrower and its Restricted Subsidiaries to a customer in which a Compression Unit not included in the Borrowing Base is utilized without complying with ***clauses (i)***, ***(ii)*** and ***(iii)*** of this ***Section 6.28*** if, prior to the execution and delivery of such contract, the Borrower or such Restricted Subsidiary has made commercially reasonable efforts to include provisions in such contract that would cause it to comply with ***clauses (i)***, ***(ii)*** and ***(iii)*** of this ***Section 6.28***.

6.29 Sanctions Laws and Regulations. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that each other Loan Party and each of their respective Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any Loan Party or their Affiliates.

ARTICLE VII
DEFAULTS

The occurrence of any one or more of the following events shall constitute a "***Default***" hereunder:

(a) any representation or warranty made or deemed made by or on behalf of the Borrower or any Restricted Subsidiary to any Lender or the Agent under or in connection with this Agreement, any other Loan Document, any Credit Extension, or any certificate delivered in connection with any of the foregoing shall be materially false on the date as of which made;

(b) nonpayment (i) when due (whether upon demand or otherwise) of any principal or Reimbursement Obligation owing under any of the Loan Document or (ii) within three (3) Business Days of when due (whether upon demand or otherwise) of any interest, fee or other obligation (except those set forth in ***clause (i)*** above) owing under any of the Loan Documents;

(c) the breach by the Borrower or any Restricted Subsidiary of any of the terms or provisions of ***Section 6.2***, ***6.3(a)***, ***6.4(a)***, ***6.6, 6.11(a), 6.13*** through ***6.19***, ***6.22(a)*** and ***(b)***, ***6.23***, and ***6.25*** through ***6.27*** (in the case of ***Sections 6.25.1*** and ***6.25.2***, subject to ***Section 6.25.3***);

(d) the breach by the Borrower or any Restricted Subsidiary (other than a breach which constitutes a Default under another subsection of this ***Article VII***) of any other Section of this Agreement or any other Loan Document which is not remedied within thirty (30) days after the earlier of such breach or written notice from the Agent or any Lender;

(e) a default or breach occurs under any term, provision or condition contained in any Material Indebtedness Agreement of the Borrower or any Restricted Subsidiary, the effect of which default or breach is to cause, or to permit the holder(s) of such Material Indebtedness or the lender(s) under any Material Indebtedness Agreement to cause, such Material Indebtedness to become due prior to its

stated maturity; or the Borrower or any Restricted Subsidiary shall not pay, or admit in writing its inability to pay, its debts generally as they become due;

(f) the Borrower or any Restricted Subsidiary or the Managing General Partner shall (i) have an order for relief entered with respect to it under the Bankruptcy Code as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any portion of its Property that constitutes a Substantial Portion, (iv) institute any proceeding seeking an order for relief under the Bankruptcy Code as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate, partnership or limited liability company action to authorize or effect any of the foregoing actions set forth in this ***subsection (f)***, or (vi) fail to contest in good faith any appointment or proceeding described in ***subsection (g)***;

(g) a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any Restricted Subsidiary or the Managing General Partner or any portion of its Property that constitutes a Substantial Portion, or a proceeding described in ***subsection (f)(iv)*** of ***Article VII*** shall be instituted against any Loan Party or the Managing General Partner and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) consecutive days;

(h) any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of the Borrower or any Restricted Subsidiary which, when taken together with all other Property of the Borrower or any Restricted Subsidiary so condemned, seized, appropriated,

or taken custody or control of, during the twelve-month period ending with the month in which any such action occurs, constitutes a Substantial Portion;

(i) any loss, theft, damage or destruction of any item or items of Collateral or other property of the Borrower or any Restricted Subsidiary occurs which could reasonably be expected to cause a Material Adverse Effect and is not adequately covered by insurance;

(j) any Loan Party shall fail within thirty (30) days to pay, bond or otherwise discharge one or more (i) judgments or orders for the payment of money in excess of $50,000,000 (or the equivalent thereof in currencies other than U.S. Dollars) in the aggregate, or (ii) nonmonetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued;

(k) any Change in Control shall occur;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to have a Material Adverse Effect;

(m) the Borrower or any Restricted Subsidiary shall (i) be the subject of any proceeding or investigation for a claim pertaining to the release by such Person or any other Person of any toxic or hazardous waste or substance into the environment or (ii) violate any Environmental Law, which, in the case of an event described in ***clause (i)*** or ***clause (ii)*** could reasonably be expected to have a Material Adverse Effect;

(n) the Guaranty shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of the Guaranty, or any Guarantor shall fail to comply with any of the terms or provisions of the Guaranty to which it is a party, or any Guarantor shall deny that it has any further liability under the Guaranty to which it is a party, or shall give notice to such effect;

(o) except as otherwise permitted under this Agreement, any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any Collateral purported to be covered thereby, except as permitted by the terms of any Collateral Document, or any Collateral Document shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Collateral Document, or the Borrower or any Restricted Subsidiary shall fail to comply with any of the terms or provisions of any Collateral Document;

(p) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms); or

(q) any Loan Party is criminally indicted or convicted under any law that may reasonably be expected to lead to a forfeiture of any Property of such Loan Party having a fair market value in excess of $50,000,000.

ARTICLE VIII
REMEDIES; WAIVERS AND AMENDMENTS

8.1 Remedies.

(a) If any Default occurs, the Agent may in its discretion (and at the written request of the Required Lenders, shall) (i) reduce the Aggregate Commitment or the Commitment, (ii) terminate or suspend the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC Issuer to issue Facility LCs, (iii) declare all or any portion of the Obligations to be due and payable, whereupon such Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives, (iv) upon notice to the Borrower and in addition to the continuing right to demand payment of all amounts payable under this Agreement, the Agent may either (A) make demand on the Borrower to pay, and the Borrower will, forthwith upon such demand and without any further notice or act, pay to the Agent an amount, in immediately available funds (which funds shall be held in the Facility LC Collateral Account), equal to one-hundred three percent (103%) of the Collateral Shortfall Amount or (B) deliver a Supporting Letter of Credit as required by ***Section 2.1.2(l)***, whichever the Agent may specify in its sole discretion, (v) increase the rate of interest applicable to the Loans and the LC Fees as set forth in this Agreement, and (vi) exercise any rights and remedies provided to the Agent or any Lender under the Loan Documents or at law or equity, including all remedies provided under the UCC.

(b) If any Default described in ***subsections (f)*** or ***(g)*** of ***Article VII*** occurs with respect to any Loan Party, the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC Issuer to issue Facility LCs shall automatically terminate and all Obligations shall immediately become due and payable without any election or action on the part of the Agent, the LC Issuer or any Lender and the Loan Parties will be and become thereby unconditionally obligated, without any further notice, act or demand, to pay to the Agent an amount equal to one-hundred three percent (103%) of the Collateral Shortfall Amount, which funds shall be deposited in the Facility LC Collateral Account.

(c) If, within thirty (30) days after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans and the obligation and power of the LC Issuer to issue Facility LCs hereunder as a result of any Default (other than any Default as described in ***subsections (f)*** or ***(g)*** of ***Article VII*** with respect to the Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to the Borrower, rescind such acceleration and/or termination.

(d) If at any time while any Default is continuing the Agent determines that the Collateral Shortfall Amount at such time is greater than zero, the Agent may make demand on the Borrower to pay, and the Borrower will forthwith upon such demand and without any further notice or act pay, to the Agent an amount equal to one-hundred three percent (103%) of the Collateral Shortfall Amount, which funds shall be deposited in the Facility LC Collateral Account. The Borrower hereby pledges, assigns, and grants to the Agent, on behalf of and for the benefit of the Agent, the Lenders, and the LC Issuer, a security interest in all of the Borrower' right, title, and interest in and to all funds which may from time to time be on deposit in the Facility LC Collateral Account to secure the prompt and complete payment and performance of the Obligations.

(e) At any time while any Default is continuing the Agent may at any time, or from time to time after funds are deposited in the Facility LC Collateral Account, apply such funds to the payment of the Obligations and any other amounts as shall from time to time have become due and payable by the Borrower to the Lenders or the LC Issuer under the Loan Documents.

(f) At any time while any Default is continuing neither the Borrower nor any Person claiming on behalf of or through the Borrower shall have any right to withdraw any of the funds held in the Facility LC Collateral Account. After all of the Secured Obligations have been indefeasibly paid in full in cash and the Aggregate Commitment has been irrevocably terminated any funds remaining in the Facility LC Collateral Account shall be returned by the Agent to the Borrower or paid to whomever may be legally entitled thereto at such time.

8.2 Waivers by Loan Parties. Except as otherwise provided for in this Agreement or by applicable law each Loan Party waives: (a) presentment, demand and protest and notice of presentment, dishonor, notice of intent to accelerate, notice of acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Agent on which any Loan Party may in any way be liable, and hereby ratifies and confirms whatever the Agent may do in this regard, (b) all rights to notice and a hearing prior to the Agent's taking possession or control of, or to the Agent's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing the Agent to exercise any of its remedies, and (c) the benefit of all valuation, appraisal, marshaling and exemption laws.

8.3 Amendments.

(a) Subject to the provisions of this ***Section 8.3***, no amendment, waiver or modification of any other provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Loan Party therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or the Agent with the consent in writing of the Required Lenders) and the Loan Parties and then, in each such case, any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Notwithstanding ***Section 8.3(a)***, no amendment, waiver, or other modification with respect to this Agreement shall, without the consent of each Lender adversely affected thereby:

(i) extend the final maturity of any Loan to a date after the Facility Termination Date;

(ii) (A) postpone any regularly scheduled payment of principal of any Loan or (B) reduce or forgive all or any portion of the principal amount of any Loan or any Reimbursement Obligation;

(iii) reduce the rate or extend the time of payment of interest or fees payable to the Lenders pursuant to any Loan Document (except that any amendment or modification of defined terms used in the financial ratios in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this ***clause (iii)***);

(iv) amend the definition of Required Lenders;

(v) extend the Facility Termination Date;

(vi) increase the amount of the Aggregate Commitment (other than pursuant to ***Section 2.1.1(ii)***) or the Commitment of any Lender hereunder (other than pursuant to ***Section 12.3***);

(vii) increase the advance rates set forth in the definition of Borrowing Base;

(viii) amend ***Section 2.19*** or any related definitions or provisions, including ***Section 11.2***, in a manner that would alter the ratable apportionment of or order of application of payments required thereby;

(ix) amend this ***Section 8.3*** or ***Section 10.15***;

(x) release any guarantor from the Guaranteed Obligations, except as provided in ***Section 10.15 or*** as otherwise permitted herein or in the other Loan Documents;

(xi) except as provided in ***Section 10.15*** or any Collateral Document, release all or substantially all of the Collateral; or

(xii) permit any Loan Party to assign its rights or obligations under the Loan Documents.

(c) No amendment of any provision of this Agreement relating to the Agent or to the Protective Advances shall be effective without the written consent of the Agent. No amendment of any provision relating to the LC Issuer shall be effective without the written consent of the LC Issuer. No amendment of any provision relating to the Swingline Lender shall be effective without the written consent of the Swingline Lender. The Agent may (i) amend the Commitment Schedule to reflect assignments entered into pursuant to ***Section 12.3*** and (ii) waive payment of the fee required under ***Section 12.3(c)***.

(d) If, in connection with any proposed amendment, waiver or consent (a "***Proposed Change***") requiring the consent of each Lender adversely affected thereby, the consent of the Required Lenders is obtained, but the consent of each such Lender is not obtained (any such Lender whose consent is not obtained being referred to herein as a "***Non-Consenting Lender***"), then so long as the Agent is not a Non-Consenting Lender, the Borrower may elect to replace such Non-Consenting Lender as a Lender party to this Agreement; *provided* that, concurrently with such replacement: (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Agent shall agree, as of such date, (A) to purchase for cash the Advances and other Obligations due to the Non-Consenting Lender pursuant to an Assignment Agreement, (B) to become a Lender for all purposes under this Agreement, (C) to assume all obligations of the Non-Consenting Lender to be terminated as of such date, and (D) to comply with the requirements of ***Section 12.3*** applicable to assignments; and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (A) all interest, fees, and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination including payments due to

such Non-Consenting Lender under ***Sections 3.1***, ***3.2*** and ***3.5*** and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under ***Section 3.4*** had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

8.4 Preservation of Rights. No delay or omission of the Lenders, the LC Issuer or the Agent to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Credit Extension notwithstanding the existence of a Default or the inability of the Borrower to satisfy the conditions precedent to such Credit Extension shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to ***Section 8.3***, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent, the LC Issuer, and the Lenders until the Obligations have been paid in full.

ARTICLE IX
GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties of the Loan Parties contained in this Agreement and the other Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Credit Extensions herein contemplated.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, neither the LC Issuer nor any Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3 Entire Agreement. The Loan Documents embody the entire agreement and understanding among the Loan Parties, the Agent, the LC Issuer, and the Lenders and supersede all prior agreements and understandings among the Loan Parties, the Agent, the LC Issuer, and the Lenders relating to the subject matter thereof, all of which Loan Documents shall survive and remain in full force and effect during the term of this Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

9.4 Several Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other lender (except to the extent to which the Agent is authorized to act as administrative agent for the Lenders hereunder). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns; *provided*, *however*, that the parties hereto expressly agree that the Arrangers shall enjoy the benefits of the provisions of ***Sections 9.5***, ***9.8*** and ***10.11*** to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

9.5 Expenses; Indemnification.

(a) Expenses. The Borrower shall reimburse the Agent and the Arrangers for any costs, internal charges, and out-of-pocket expenses (including attorneys' fees and time charges of attorneys for the Agent) paid or incurred by the Agent or the Arrangers in connection with the preparation, negotiation, execution, delivery, syndication, distribution (including via the internet or through the Platform), review, amendment, modification, and administration of the Loan Documents. The Borrower also agrees to reimburse the Agent, the Arrangers, the LC Issuer, and the Lenders for any costs, internal charges and out-of-pocket expenses (including attorneys' fees and time charges of attorneys for the Agent, the Arrangers, the LC Issuer, and the Lenders, which attorneys may be employees of the Agent, the Arrangers, the LC Issuer, or the Lenders) paid or incurred by the Agent, the Arrangers, the LC Issuer, or any Lender in connection with the collection and enforcement of the Loan Documents (including in connection with restructuring the Loans so long as the Lenders shall not have collectively more than one legal counsel in addition to the Agent's legal counsel). Expenses being reimbursed by the Borrower under this ***Section 9.5*** include costs and expenses incurred in connection with:

(i) appraisals of all or any portion of the Collateral, including each parcel of real Property or interest in real Property described in any Collateral Document, which appraisals shall be in conformity with the applicable requirements of any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any interpretation thereof, including the provisions of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, reformed or otherwise modified from time to time, and any rules promulgated to implement such provisions (including travel, lodging, meals and other out of pocket expenses); *provided*, *however*, that as long as no Default or Unmatured Default exists and is continuing, and subject to ***Section 6.9*** hereto, no more than one (1) such appraisal per year shall be at the expense of the Borrower;

(ii) field examinations and audits and the preparation of Reports at the Agent's then customary charge (such charge is currently $1,000 per day (or portion thereof) for each Person retained or employed by the Agent with respect to each field examination or audit) plus travel, lodging, meals, and other out of pocket expenses; *provided*, *however*, that as long as no Default or Unmatured Default exists and is continuing, no more than one (1) such field examination per year shall be performed;

(iii) any amendment, modification, supplement, consent, waiver or other documents prepared with respect to any Loan Document and the transactions contemplated thereby;

(iv) lien and title searches;

(v) taxes, fees and other charges for filing financing statements and continuations, and other actions to perfect, protect, and continue the Agent's Liens (including costs and expenses paid or incurred by the Agent in connection with the consummation of the Agreement);

(vi) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take;

(vii) any litigation, contest, dispute, proceeding or action (whether instituted by Agent, the LC Issuer, any Lender, any Loan Party or any other Person and whether as to party, witness or otherwise) in any way relating to the Collateral, the Loan Documents or the transactions contemplated thereby; and

(viii) costs and expenses of forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the Funding Account and lock boxes, and costs and expenses of preserving and protecting the Collateral.

The foregoing shall not be construed to limit any other provisions of the Loan Documents regarding costs and expenses to be paid by the Borrower. All of the foregoing may be deducted from the Funding Account or any other deposit account of Borrower maintained with the Agent, as further described in ***Section 2.18(b)***.

(b) Indemnification. The Borrower hereby further agrees to indemnify the Agent, the Arrangers, the LC Issuer, each Lender, their respective Affiliates, and each of their directors, officers, and employees against all losses, claims, damages, penalties, judgments, liabilities, and expenses (including all expenses of litigation or preparation therefor whether or not the Agent, the Arrangers, the LC Issuer, any Lender or any Affiliate is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder, except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification. The obligations of the Borrower under this ***Section 9.5*** shall survive the termination of this Agreement. **WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF THE BORROWER, AND THE BORROWER AGREES, THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES,**

JUDGMENTS, LIABILITIES AND EXPENSES (INCLUDING, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY REGARDLESS OF WHETHER THE CLAIM WAS ASSERTED BY ANY LOAN PARTY OR ANY OTHER THIRD-PARTY. Paragraph (b) of this Section shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

9.6 Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders.

9.7 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.8 Nonliability of Lenders. The relationship between any Loan Party on the one hand and the Lenders, the LC Issuer, and the Agent on the other hand shall be solely that of debtor and creditor. Neither the Agent, the Arrangers, the LC Issuer, nor any Lender shall have any fiduciary responsibilities to any Loan Party. Neither the Agent, the Arrangers, the LC Issuer, nor any Lender undertakes any responsibility to any Loan Party to review or inform such Loan Party of any matter in connection with any phase of any Loan Party's business or operations. The Loan Parties agree that neither the Agent, the Arrangers, the LC Issuer, nor any Lender shall have liability to any Loan Party (whether sounding in tort, contract, or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission, or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. Neither the Agent, the Arrangers, the LC Issuer, any Lender, nor the Borrower and its Subsidiaries shall have any liability with respect to, and each such Person hereby waives, releases, and agrees not to sue for, any special, indirect, consequential, or punitive damages suffered by such Person in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby (other than, in the case of any Loan Party, in respect of any such damages incurred or paid by an indemnified Person specified in ***Section 9.5(b)*** to a third party). Each Loan Party hereby acknowledges that each of the Agent, the LC Issuer, the Lenders, and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from (or may conflict with) those of such Loan Party and its Affiliates, and none of the Agent, the LC Issuer, any Lender, or any of their respective Affiliates has any obligation to disclose any of such interests to such Loan Party or its Affiliates.

9.9 Confidentiality. Each of the Agent, the LC Issuer and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' respective directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), in which case, such Person shall, except with respect to any audit or examination conducted by bank regulatory authorities, (i) to the extent permitted by applicable law, inform the Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment, (c) to the extent required by any applicable law or by any subpoena or similar legal process, in which case, such Person shall, except with respect to any audit or examination conducted by bank regulatory authorities, (i) to the extent permitted by applicable law, inform the Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Agent, the LC Issuer or any Lender on a non-confidential basis from a source other than the Borrower; provided that such Person, after reasonable investigation, has no knowledge that such non-confidential source is not subject to confidentiality obligations owing to the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Agent, the LC Issuer or any Lender on a non-confidential basis prior to disclosure by the Borrower and

other than information pertaining to this Agreement provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this ***Section 9.9*** shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH OF THE AGENT, EACH ARRANGER, THE LC ISSUER, AND EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.9 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE LOAN PARTIES, THEIR AFFILIATES, AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION, AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

9.10 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that JPMorgan Chase Bank, N.A. and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

9.11 Patriot Act Notice. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "***Act***") hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify, and record information that identifies the Borrower, which information includes the names and addresses of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Borrower: When the Borrower opens an account, if the Borrower is an individual, the Agent and the Lenders will ask for the Borrower's name, residential address, date of birth, and other information that will allow the Agent and the Lenders to identify the Borrower and, if the Borrower is not an individual, the Agent and the Lenders will ask for the Borrower's name, employer identification number, business address, and other information that will allow the Agent and the Lenders to identify the Borrower. The Agent and the Lenders may also ask, if the Borrower is an individual, to see the Borrower's driver's license or other identifying documents and, if the Borrower is not an individual, to see the Borrower's legal organizational documents or other identifying documents.

9.12 Flood Insurance Provisions. Notwithstanding any provision in this Agreement or any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance

Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Collateral" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Agreement or any other Loan Document.

9.13 Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

ARTICLE X
THE AGENT

10.1 Appointment; Nature of Relationship. JPMorgan Chase Bank, N.A. is hereby appointed by each of the Lenders as its contractual representative (herein referred to as the "***Agent***") hereunder and under each other Loan Document, and each of the Lenders irrevocably authorizes the Agent to act as the contractual representative of such Lender with the rights and duties expressly set forth herein and in the other Loan Documents. The Agent agrees to act as such contractual representative upon the express conditions contained in this ***Article X***. Notwithstanding the use of the defined term "***Agent***," it is expressly understood and agreed that the Agent shall not have any fiduciary responsibilities to any Lender by reason of this Agreement or any other Loan Document and that the Agent is merely acting as the contractual representative of the Lenders with only those duties as are expressly set forth in this Agreement and the other Loan Documents. In its capacity as the Lenders' contractual representative, the Agent (a) does not hereby assume any fiduciary duties to any of the Lenders, (b) is a "***representative***" of the Lenders within the meaning of the term "***secured party***" as defined in the New York Uniform Commercial Code, and (c) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents. Each of the Lenders hereby agrees to assert no claim against the Agent on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims each Lender hereby waives. The provisions of this Article are solely for the benefit of the

Agent and the Lenders (including the Swingline Lender and the LC Issuer), and the Loan Parties shall not have rights as a third party beneficiary of any of such provisions.

10.2 Powers. The Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Agent shall have no implied duties to the Lenders, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Agent.

10.3 General Immunity. Neither the Agent nor any of its directors, officers, agents or employees shall be liable to the Borrower, the Lenders or any Lender for any action taken or omitted to be taken by it or them hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is determined in a final non-appealable judgment by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Person.

10.4 No Responsibility for Credit Extensions, Recitals, etc. Neither the Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (a) any statement, warranty or representation made by any Person other than Agent in connection with any Loan Document or any borrowing hereunder; (b) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including any agreement by an obligor to furnish information directly to each Lender; (c) the satisfaction of any condition specified in ***Article IV***, except receipt of items required to be delivered solely to the Agent; (d) the existence or possible existence of any Default or Unmatured Default; (e) the validity, enforceability, effectiveness, sufficiency or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; (f) the value, sufficiency, creation, perfection or priority of any Lien in any Collateral; or (g) the financial condition of any Loan Party, any Guarantor or any Affiliate of any Loan Party.

10.5 Action on Instructions of the Lenders. The Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and under any other Loan Document in accordance with written instructions signed by the Required Lenders, and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders. The Lenders hereby acknowledge that the Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Agreement or any other Loan Document unless it shall be requested in writing to do so by the Required Lenders. The Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document unless it shall first be indemnified to its satisfaction by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

10.6 Employment of Agents and Counsel. The Agent may execute any of its duties as Agent hereunder and under any other Loan Document by or through employees, agents, and attorneys-in-fact and shall not be answerable to the Lenders, except as to money or securities received by the Agent or its authorized agents, for the default or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent shall be entitled to advice of counsel concerning the contractual arrangement between the Agent and the Lenders and all matters pertaining to the Agent's duties hereunder and under any other Loan Document.

10.7 Reliance on Documents; Counsel. The Agent shall be entitled to rely upon any Note, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex, electronic mail message, statement, paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and, in respect to legal matters, upon the opinion of counsel selected by the Agent, which counsel may be employees of the Agent. For purposes of determining compliance with the conditions specified in

Sections 4.1 and ***4.2***, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Agent shall have received notice from such Lender prior to the applicable date specifying its objection thereto.

10.8 Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Agent ratably in proportion to their respective Commitments (or, if the Commitments have been terminated, in proportion to their Commitments immediately prior to such termination) (a) for any amounts not reimbursed by the Borrower for which the Agent other than Rate Management Obligations and Banking Services Obligations is entitled to reimbursement by the Borrower under the Loan Documents, (b) for any other expenses incurred by the Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including for any expenses incurred by the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders), and (c) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including for any such amounts incurred by or asserted against the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents; *provided* that (i) no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent and (ii) any indemnification required pursuant to ***Section 3.5(d)*** shall, notwithstanding the provisions of this ***Section 10.8***, be paid by the relevant Lender in accordance with the provisions thereof. The obligations of the Lenders under this ***Section 10.8*** shall survive payment of the Obligations and termination of this Agreement.

10.9 Notice of Default. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Unmatured Default hereunder unless the Agent has received written notice from a Lender or the Borrower referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a "notice of default." In the event that the Agent receives such a notice, the Agent shall give prompt notice thereof to the Lenders; *provided* that the Agent shall not be liable to any Lender for any failure to do so, except to the extent that such failure is attributable to the Agent's gross negligence or willful misconduct.

10.10 Rights as a Lender. In the event the Agent is a Lender, the Agent shall have the same rights and powers hereunder and under any other Loan Document with respect to its Commitment and its Credit Extensions as any Lender and may exercise the same as though it were not the Agent, and the term "Lender" or "Lenders" shall, at any time when the Agent is a Lender, unless the context otherwise indicates, include the Agent in its individual capacity. The Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of trust, debt, equity or other transaction, in addition to those contemplated by this Agreement or any other Loan Document, with any Loan Party in which such Loan Party is not restricted hereby from engaging with any other Person, all as if JPMorgan Chase Bank, N.A. were not the Agent and without any duty to account therefor to the Lenders. JPMorgan Chase Bank, N.A. and its Affiliates may accept fees and other consideration from any Loan Party for services in connection with this Agreement or otherwise without having to account for the same to the Lenders. The Agent in its individual capacity, is not obligated to remain a Lender.

10.11 Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Agent, the Arrangers or any other Lender and based on the financial statements prepared by the Loan Parties and such other documents and information as it has deemed appropriate, made its own

credit analysis and decision to enter into this Agreement and the other Loan Documents. Each Lender also acknowledges that it will, independently and without reliance upon the Agent, the Arrangers or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents. Except for any notice, report, document, credit information or other information expressly required to be furnished to the Lenders by the Agent or Arrangers hereunder, neither the Agent nor the Arrangers shall have any duty or responsibility (either initially or on a continuing basis) to provide any Lender with any notice, report, document, credit information or other information concerning the affairs, financial condition or business of the Borrower or any of its Affiliates that may come into the possession of the Agent or Arrangers (whether or not in their respective capacity as Agent or Arrangers) or any of their Affiliates.

10.12 Successor Agent. The Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower, such resignation to be effective upon the appointment of a successor Agent or, if no successor Agent has been appointed, forty-five (45) days after the retiring Agent gives notice of its intention to resign. The Agent may be removed at any time with or without cause by written notice received by the Agent from the Required Lenders, such removal to be effective on the date specified by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right to appoint, on behalf of the Borrower and the Lenders, a successor Agent. If no successor Agent shall have been so appointed by the Required Lenders within thirty (30) days after the resigning Agent's giving notice of its intention to resign, then the resigning Agent may appoint, on behalf of the Borrower and the Lenders, a successor Agent. Notwithstanding the previous sentence, the Agent may at any time without the consent of the Borrower or any Lender, appoint any of its Affiliates which is a commercial bank as a successor Agent hereunder. If the Agent has resigned or been removed and no successor Agent has been appointed, the Lenders may perform all the duties of the Agent hereunder and the Borrower shall make all payments in respect of the Obligations to the applicable Lender and for all other purposes shall deal directly with the Lenders. No successor Agent shall be deemed to be appointed hereunder until such successor Agent has accepted the appointment. Any such successor Agent shall be a commercial bank having capital and retained earnings of at least $100,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the resigning or removed Agent. Upon the effectiveness of the resignation or removal of the Agent, the resigning or removed Agent shall be discharged from its duties and obligations hereunder and under the Loan Documents. After the effectiveness of the resignation or removal of an Agent, the provisions of this ***Article X*** shall continue in effect for the benefit of such Agent in respect of any actions taken or omitted to be taken by it while it was acting as the Agent hereunder and under the other Loan Documents. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this ***Section 10.12***, then the term "***Prime Rate***" as used in this Agreement means the prime rate, base rate or other analogous rate of the new Agent.

10.13 Delegation to Affiliates. The Borrower and the Lenders agree that the Agent may delegate any of its duties under this Agreement to any of its Affiliates. Any such Affiliate (and such Affiliate's directors, officers, agents and employees) which performs duties in connection with this Agreement shall be entitled to the same benefits of the indemnification, waiver and other protective provisions to which the Agent is entitled under ***Articles IX*** and ***X***.

10.14 Execution of Loan Documents. The Lenders hereby empower and authorize the Agent, on behalf of the Agent and the Lenders, to execute and deliver to the Loan Parties the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents. Each Lender agrees that any action taken by the Agent or the Required Lenders or (to the extent required hereunder, all Lenders) in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Agent or the Required Lenders or (to the extent

required hereunder, all Lenders) of their respective powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders. The Lenders acknowledge that all of the Obligations hereunder constitute one debt, secured *pari passu* by all of the Collateral.

10.15 Collateral Matters.

(a) The Lenders hereby irrevocably authorize the Agent, at its option and in its sole discretion, to release any Liens granted to the Agent by the Loan Parties on any Collateral and to release any Guarantor from the Guaranteed Obligations: (i) upon Payment in Full; (ii) to the extent such Collateral or Guarantor constitutes Property being sold or disposed of if the Loan Party disposing of such Property certifies to the Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Agent may rely conclusively on any such certificate, without further inquiry); (iii) to the extent such Collateral constitutes Property in which no Loan Party has at any time during the term of this Agreement owned any interest; (iv) to the extent such Collateral constitutes property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement; (v) to the extent such Collateral is owned by or leased to an Loan Party which is subject to a purchase money security interest or which is the subject of a Capitalized Lease, in either case, entered into by such Loan Party pursuant to ***Section 6.14(c)*** or ***Section 6.14(g)***; or (vi) to the extent required to effect any sale or other disposition of such Collateral or Guarantor in connection with any exercise of remedies of the Agent and the Lenders pursuant to ***Section 8.1***. Upon request by the Agent at any time, the Lenders will confirm in writing the Agent's authority to release any Liens upon particular types or items of Collateral and to release a particular Guarantor from the Guaranteed Obligations pursuant to this ***Section 10.15***. Except as provided in the preceding sentence, the Agent will not release any Liens on Collateral or any Guarantor from the Guaranteed Obligations except in accordance with ***Section 8.3***; *provided* that the Agent may in its discretion, release its Liens on Collateral and/or release Guarantors from the Guaranteed Obligations valued in the aggregate not in excess of $15,000,000 during any calendar year without the prior written authorization of the Lenders.

(b) Upon receipt by the Agent of any authorization required pursuant to ***Section 10.15(a)*** from the Required Lenders of the Agent's authority to release any Liens upon particular types or items of Collateral or release a particular Guarantor from the Guaranteed Obligations, and upon at least five (5) Business Days prior written request by the Loan Parties, the Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of its Liens upon such Collateral and/or the release of such Guarantor from the Guaranteed Obligations; *provided* that (i) the Agent shall not be required to execute any such document on terms which, in the Agent's opinion, would expose the Agent to liability or create any obligation or entail any consequence other than the release of such Liens or such Guarantor without recourse or warranty and (ii) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens upon or obligations of the Loan Parties in respect of (other than those expressly being released) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(c) The Agent shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected, or insured or has been encumbered, or that the Liens granted to the Agent therein have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled

to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, the Agent may act in any manner it may deem appropriate, in its sole discretion given the Agent's own interest in the Collateral in its capacity as one of the Lenders and that the Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing.

(d) Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. Should any Lender (other than the Agent) obtain possession of any such Collateral, such Lender shall notify the Agent thereof, and, promptly upon the Agent's request therefor shall deliver such Collateral to the Agent or otherwise deal with such Collateral in accordance with the Agent's instructions.

Each Lender hereby agrees as follows: (a) such Lender is deemed to have requested that the Agent furnish such Lender, promptly after it becomes available, a copy of each Report prepared by or on behalf of the Agent; (b) such Lender expressly agrees and acknowledges that neither JPMorgan Chase Bank, N.A. nor the Agent (i) makes any representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or (ii) shall be liable for any information contained in any Report; (c) such Lender expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent, JPMorgan Chase Bank, N.A., or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that JPMorgan Chase Bank, N.A. undertakes no obligation to update, correct or supplement the Reports; (d) such Lender agrees to keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party and not to distribute any Report to any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, such Lender agrees (i) that neither JPMorgan Chase Bank, N.A. nor the Agent shall be liable to such Lender or any other Person receiving a copy of the Report for any inaccuracy or omission contained in or relating to a Report, (ii) to conduct its own due diligence investigation and make credit decisions with respect to the Loan Parties based on such documents as such Lender deems appropriate without any reliance on the Reports or on the Agent or JPMorgan Chase Bank, N.A., (iii) to hold the Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Loan Parties, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, any Obligations, and (iv) to pay and protect, and indemnify, defend, and hold the Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by the Agent and any such other Person preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

10.16 Arrangers, Syndication Agent, Senior Managing Agent, etc. None of the Arrangers, Syndication Agents nor Senior Managing Agents in their respective capacities as such shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of such Lenders shall have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgments with respect

to the Arrangers, each Syndication Agent and each Senior Managing Agent in their respective capacities as such as it makes with respect to the Agent in ***Section 10.11***.

10.17 Flood Laws. The Agent has adopted internal policies and procedures that address requirements placed on federally regulated lenders regarding flood insurance, including the National Flood Insurance Reform Act of 1994, the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 and related legislation (the "***Flood Laws***"). The Agent, as administrative agent or collateral agent on a syndicated facility, will post on the Platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, the Agent reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

10.18 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, solely for the benefit of, the Agent and the Arrangers and their respective Affiliates (the "***Relevant Parties***"), that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Agent, in its sole discretion, and such Lender.

(b) In addition, (I) unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (II) if such sub-clause (i) is not true with respect to a Lender and such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, that :

(i) none of the Relevant Parties is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Agent under this Agreement, or any of the other Loan Documents);

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, a registered investment adviser, a registered broker-dealer or other person that has under management or control, total assets of at least $50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E), as amended from time to time;

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations);

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Commitments, the Letters of Credit and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and

(v) no fee or other compensation is being paid directly to any Relevant Party for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) Each of the Agent and the Arrangers hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring

fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

For purposes of this Section 10.18, the following definitions apply to each of the capitalized terms below:

"***Benefit Plan***" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code, to which Section 4975 of the Code applies or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"***PTE***" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

ARTICLE XI
SETOFF; RATABLE PAYMENTS

11.1 Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if any Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of the Borrower may be offset and applied toward the payment of the Secured Obligations owing to such Lender, whether or not the Secured Obligations, or any part thereof, shall then be due.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Credit Exposure (other than payments received pursuant to ***Section 3.1***, ***3.2***, ***3.4*** or ***3.5***) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Secured Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to respective Pro Rata Share of the Aggregate Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII
BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Loan Parties and the Lenders and their respective successors and assigns permitted hereby, except that (a) the Loan Parties shall not have the right to assign their rights or obligations under the Loan Documents without the prior written consent of each Lender, (b) any assignment by any Lender must be made in compliance with ***Section 12.3***, and (c) any transfer by Participation must be made in compliance with ***Section 12.2***. Any attempted assignment or transfer by any party not made in compliance with this ***Section 12.1*** shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with ***Section 12.2***. The parties to this Agreement acknowledge that ***clause (b)*** of this ***Section 12.1*** relates only to absolute assignments and this ***Section 12.1*** does not prohibit

assignments creating security interests, including (*x*) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank or (*y*) in the case of a Lender which is a Fund, any pledge or assignment of all or any portion of its rights under this Agreement and any Note to its trustee in support of its obligations to its trustee; *provided*, *however*, that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of ***Section 12.3***. The Agent may treat the Person which made any Credit Extension or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with ***Section 12.3***; *provided*, *however*, that the Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Credit Extension or which holds any Note to direct payments relating to such Credit Extension or Note to another Person. Any assignee of the rights to any Credit Extension or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of the rights to any Credit Extension (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Credit Extension.

12.2 Participations.

(a) Permitted Participants; Effect. Any Lender may at any time sell to one or more banks or other entities ("***Participants***") other than an Ineligible Institution participating interests in any Credit Exposure of such Lender, any Note held by such Lender, any Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrower and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "***Participant Register***"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Treasury Regulations Section 5f.103-1(c), proposed Treasury Regulation Section 1.163-5 or any applicable temporary, final or other successor regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

(b) Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to

any Credit Extension or Commitment in which such Participant has an interest which would require consent of all of the Lenders pursuant to the terms of ***Section 8.3*** or of any other Loan Document.

(c) Benefit of Certain Provisions. Each Loan Party agrees that each Participant shall be deemed to have the right of setoff provided in ***Section 11.1*** in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents; *provided* that each Lender shall retain the right of setoff provided in ***Section 11.1*** with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in ***Section 11.1***, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with ***Section 11.2*** as if each Participant were a Lender. The Borrower further agrees that each Participant shall be entitled to the benefits of ***Sections 3.1***, ***3.2***, ***3.4*** and ***3.5*** to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to ***Section 12.3***; *provided* that (i) a

Participant shall not be entitled to receive any greater payment under ***Section 3.1***, ***3.2*** or ***3.5*** than the Lender who sold the participating interest to such Participant would have received had it retained such interest for its own account, unless (A) the sale of such interest to such Participant is made with the prior written consent of the Borrower or (B) such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation, and (ii) any Participant agrees to comply with the provisions of ***Section 3.5*** to the same extent as if it were a Lender.

12.3 Assignments.

(a) Permitted Assignments. Any Lender may at any time assign to one or more banks or other entities ("***Purchasers***") other than an Ineligible Institution all or any part of its rights and obligations under the Loan Documents. Such assignment shall be substantially in the form of ***Exhibit F*** or, to the extent applicable, an agreement incorporating the form of ***Exhibit F*** by reference pursuant to the Platform as to which the Agent and the parties to such agreement are participants (an "***Assignment Agreement***"). Each such assignment with respect to a Purchaser which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Credit Extensions of the assigning Lender or (unless each of the Borrower and the Agent otherwise consents) be in an aggregate amount not less than $5,000,000. The amount of the assignment shall be based on the Commitment or outstanding Credit Extensions (if the Commitment has been terminated) subject to the assignment, determined as of the date of such assignment or as of the "***Trade Date***," if the "***Trade Date***" is specified in the assignment.

(b) Consents. The consent of the Borrower (which shall not be unreasonably withheld or delayed, and Borrower shall be deemed to have consented unless it shall object by written notice to the Agent within thirty (30) Business Days after having received notice thereof) shall be required prior to an assignment becoming effective unless the Purchaser is a Lender, an Affiliate of a Lender, or an Approved Fund; *provided* that the consent of the Borrower shall not be required if a Default has occurred and is continuing. The consent of the Agent shall be required prior to an assignment becoming effective unless the Purchaser is a Lender, an Affiliate of a Lender, or an Approved Fund. The consent of the LC Issuer and Swingline Lender shall be required prior to an assignment of a Commitment

becoming effective unless the Purchaser is a Lender with a Commitment. Any consent required under this ***Section 12.3(b)*** shall not be unreasonably withheld or delayed.

(c) Effect; Effective Date. Upon (i) delivery to the Agent of a duly executed Assignment Agreement, together with any consents required by ***Sections 12.3(a)*** and ***12.3(b)*** and (ii) payment of a $3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent), such Assignment Agreement shall become effective on the effective date specified by the Agent in such Assignment Agreement. The Assignment Agreement shall contain a representation by the Purchaser to the effect that none of the consideration used to make the purchase of the Commitment and Credit Exposure under the applicable Assignment Agreement constitutes "***plan assets***" as defined under ERISA and that the rights and interests of the Purchaser in and under the Loan Documents will not be "***plan assets***" under ERISA. On and after the effective date of such Assignment Agreement, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Credit Exposure assigned to such Purchaser without any further consent or action by the Borrower, the Lenders or the Agent. In the case of an Assignment Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the applicable agreement. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this ***Section 12.3*** shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with ***Section 12.2***. Upon the consummation of any assignment to a Purchaser pursuant to this ***Section 12.3(c)***, the transferor Lender, the Agent and the Borrower shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that new Notes or, as appropriate, replacement Notes are issued to such transferor Lender and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments, as adjusted pursuant to such assignment.

(d) Register. The Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in the U.S. a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Credit Extensions owing to, each Lender pursuant to the terms hereof from time to time (the "***Register***"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.4 Dissemination of Information. Each Loan Party authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "***Transferee***") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrower and its Subsidiaries, including any information

contained in any Reports; *provided* that each Transferee and prospective Transferee agrees to be bound by ***Section 9.9***.

12.5 Tax Treatment. If any interest in any Loan Document is transferred to any Transferee, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of ***Section 3.5***.

12.6 Assignment by LC Issuer. Notwithstanding anything contained herein, if at any time JPMorgan Chase Bank, N.A. assigns all of its Commitment and Revolving Loans pursuant to ***Section 12.3***, JPMorgan Chase Bank, N.A. may, upon thirty (30) days' notice to the Borrower and the

Lenders, resign as LC Issuer. In the event of any such resignation as LC Issuer, the Borrower shall be entitled to appoint from among the Lenders a successor LC Issuer (other than Merrill Lynch Capital and Goldman Sachs or any of their Affiliates) hereunder; *provided*, *however*, that no failure by the Borrower to appoint any such successor shall affect the resignation of JPMorgan Chase Bank, N.A. as LC Issuer. If JPMorgan Chase Bank, N.A. resigns as LC Issuer, it shall retain all the rights and obligations of the LC Issuer hereunder with respect to the Facility LCs outstanding as of the effective date of its resignation as LC Issuer and all LC Obligations with respect thereto (including the right to require the Lenders to make Revolving Loans or fund risk participations in outstanding Reimbursement Obligations pursuant to ***Section 2.1.2(d)***).

12.7 Assignment by Swingline Lender. Notwithstanding anything contained herein, if at any time JPMorgan Chase Bank, N.A. assigns all of its Commitment and Revolving Loans pursuant to ***Section 12.3***, JPMorgan Chase Bank, N.A. may, upon thirty (30) days' notice to the Borrower and the Lenders, resign as Swingline Lender. In the event of any such resignation as Swingline Lender, the Borrower shall be entitled to appoint from among the Lenders a successor Swingline Lender (other than Merrill Lynch Capital) hereunder; *provided*, *however*, that no failure by the Borrower to appoint any such successor shall affect the resignation of JPMorgan Chase Bank, N.A. as Swingline Lender. If JPMorgan Chase Bank, N.A. resigns as Swingline Lender, it shall retain all the rights and obligations of the Swingline Lender hereunder with respect to the Swingline Loans outstanding as of the effective date of its resignation as Swingline Lender and all Swingline Loans with respect thereto (including the right to require the Lenders to make Revolving Loans or fund risk participations in outstanding Reimbursement Obligations pursuant to ***Section 2.1.3***).

ARTICLE XIII
NOTICES

13.1 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in ***paragraph (b)***), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to any Loan Party, at its address or telecopier number set forth on the signature page hereof;

(ii) if to the Agent, at its address or telecopier number set forth on the signature page hereof;

(iii) if to the LC Issuer, at its address or telecopier number set forth on the signature page hereof;

(iv) if to the Swingline Lender, at its address or telecopier number set forth on the signature page hereof;

(v) if to a Lender, to it at its address or telecopier number set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in ***Section 13.1 (b)***, shall be effective as provided in said ***Section 13.1 (b)***.

(b) Electronic Communications. Notices and other communications to the Lenders and the LC Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and internet or intranet websites) pursuant to procedures approved by the Agent or as otherwise determined by the Agent; *provided* that the foregoing shall not apply to notices to any Lender or the LC Issuer pursuant to ***Article II*** if such Lender or the LC Issuer, as applicable, has notified the Agent that it is incapable of receiving notices under such Article by electronic communication. The Agent or any Loan Party may, in its respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it or as it otherwise determines; *provided* that such determination or approval may be limited to particular notices or communications. Notwithstanding the foregoing, in every instance, the Borrower shall be required to provide paper copies of the Compliance Certificates required by ***Section 6.1(d)*** to the Agent.

Unless the Agent otherwise prescribes, (*x*) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "***return receipt requested***" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient and (*y*) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing ***clause (x)*** of notification that such notice or communication is available and identifying the website address therefor.

13.2 Change of Address, Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

ARTICLE XIV
COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Loan Parties, the Agent, the LC Issuer, and the Lenders and each party has notified the Agent by facsimile transmission or telephone that it has taken such action.

ARTICLE XV
GUARANTY

15.1 Guaranty. Each Guarantor hereby agrees that it is jointly and severally liable for, and as primary obligor and not merely as surety absolutely and unconditionally guarantees to the Lenders, the prompt payment when due, whether at stated maturity, upon acceleration, or otherwise, and at all times thereafter, of the Secured Obligations and all costs and expenses including all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Agent, the LC Issuer, and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, the Borrower, any Guarantor, or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the "***Guaranteed Obligations***"); *provided*, *however*, that the definition of "***Guaranteed Obligations***" shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Rate Management Obligations of such Guarantor for purposes of determining any obligations of any Guarantor). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal.

15.2 Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the Agent, the LC Issuer, or any Lender to sue the Borrower, any Guarantor, any other guarantor, or any other person obligated for all or any part of the Guaranteed Obligations, or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

15.3 No Discharge or Diminishment of Guaranty.

(a) Except as otherwise provided for herein and to the extent provided for herein, the obligations of each Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Guaranteed Obligations), including:

(i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise;

(ii) any change in the corporate existence, structure or ownership of the Borrower or any other guarantor of or other person liable for any of the Guaranteed Obligations;

(iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, any Guarantor, or any other guarantor of or other person liable for any of the Guaranteed Obligations, or their assets or any resulting release or discharge of any obligation of the Borrower, any Guarantor, or any other guarantor of or other person liable for any of the Guaranteed Obligations; or

(iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against the Borrower, any Guarantor, any other guarantor of the Guaranteed Obligations, the Agent, the LC Issuer, any Lender, or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by the Borrower, any Guarantor or any other guarantor of or other person liable for any of the Guaranteed Obligations, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by:

(i) the failure of the Agent, the LC Issuer, or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations;

(ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations;

(iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other person liable for any of the Guaranteed Obligations;

(iv) any action or failure to act by the Agent, the LC Issuer, or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or

(v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

15.4 Defenses Waived. To the fullest extent permitted by applicable law, each Guarantor hereby waives any defense based on or arising out of any defense of the Borrower or any Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Borrower or any Guarantor, other than the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any person against the Borrower, any Guarantor, any other guarantor of any of the Guaranteed Obligations, or any other person. The Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other

accommodation with the Borrower, any Guarantor, any other guarantor or any other person liable on any part of the Guaranteed Obligations or exercise any other right or remedy available to it against the Borrower, any Guarantor, any other guarantor or any other person liable on any of the Guaranteed Obligations, without affecting or impairing in any way the liability of such Guarantor under this Guaranty except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to

applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against the Borrower, any other guarantor or any other person liable on any of the Guaranteed Obligations, as the case may be, or any security.

15.5 Rights of Subrogation. No Guarantor will assert any right, claim or cause of action, including a claim of subrogation, contribution, or indemnification that it has against the Borrower, any Guarantor, any person liable on the Guaranteed Obligations, or any collateral, until the Loan Parties and the Guarantors have fully performed all their obligations to the Agent, the LC Issuer, and the Lenders.

15.6 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Agent, the LC Issuer and the Lenders are in possession of this Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Guarantors forthwith on demand by the Lender.

15.7 Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Guarantor assumes and incurs under this Guaranty, and agrees that neither the Agent, the LC Issuer, nor any Lender shall have any duty to advise any Guarantor of information known to it regarding those circumstances or risks.

15.8 Termination. The Lenders may continue to make loans or extend credit to the Borrower based on this Guaranty until five (5) days after it receives written notice of termination from any Guarantor. Notwithstanding receipt of any such notice, each Guarantor will continue to be liable to the Lender for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of that Guaranteed Obligations.

15.9 Taxes. All payments of the Guaranteed Obligations will be made by each Guarantor free and clear of and without deduction for any Indemnified Taxes or Other Taxes; *provided* that if any Guarantor shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions of Indemnified Taxes or Other Taxes applicable to additional sums payable under this Section) the Agent, Lender, or LC Issuer (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Guarantor shall make such deductions, and (iii) such Guarantor shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

15.10 Severability. The provisions of this Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under this Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by the Guarantors or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant

Guarantor's "***Maximum Liability***". This Section with respect to the Maximum Liability of each Guarantor is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Guarantor nor any other person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Guarantor hereunder shall not be rendered voidable under applicable law. Each Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Guarantor without impairing this Guaranty or affecting the rights and remedies of the Lenders hereunder; *provided* that, nothing in this sentence shall be construed to increase any Guarantor's obligations hereunder beyond its Maximum Liability.

15.11 Contribution. In the event any Guarantor (a "***Paying Guarantor***") shall make any payment or payments under this Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Guaranty, each other Guarantor (each a "***Non-Paying Guarantor***") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "***Pro Rata Portion***" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this ***Article XV***, each Non-Paying Guarantor's "***Pro Rata Portion***" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrower after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Guarantor, the aggregate amount of all monies received by such Guarantors from the Borrower after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Guarantor's Maximum Liability). Each of the Guarantors covenants and agrees that its right to receive any contribution under this Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of both the Agent, the LC Issuer, the Lenders, and the Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

15.12 Lending Installations. The Guaranteed Obligations may be booked at any Lending Installation. All terms of this Guaranty apply to and may be enforced by or on behalf of any Lending Installation.

15.13 Liability Cumulative. The liability of each Loan Party as a Guarantor under this ***Article XV*** is in addition to and shall be cumulative with all liabilities of each Loan Party to the Agent, the LC Issuer, and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations of liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

15.14 Keepwell. Each Qualified ECP Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this ***Article XV*** in respect of a Rate Management Obligation owing to one or more Lenders or their respective Affiliates (*provided*, *however*, that each Qualified ECP Guarantor shall only be liable under this ***Section 15.14*** for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this ***Section 15.14*** or otherwise under this ***Article XV*** voidable under applicable law relating to fraudulent conveyance

or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this ***Section 15.14*** shall remain in full force and effect until the termination of all Rate Management Obligation owing to one or more Lenders or their respective Affiliates. Each Qualified ECP Guarantor intends that this ***Section 15.14*** constitute, and this ***Section 15.14*** shall be deemed to constitute, a "***keepwell***, ***support***, ***or other agreement***" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE XVI
CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

16.1 CHOICE OF LAW. THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

16.2 CONSENT TO JURISDICTION. EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS. EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT, THE LC ISSUER, OR ANY LENDER HAS TO BRING ANY ACTION TO ENFORCE ANY AWARD OR JUDGMENT OR EXERCISE ANY RIGHT UNDER THE COLLATERAL DOCUMENTS AGAINST ANY COLLATERAL OR ANY OTHER PROPERTY OF ANY LOAN PARTY IN ANY OTHER FORUM IN ANY JURISDICTION IN WHICH COLLATERAL IS LOCATED.

16.3 WAIVER OF JURY TRIAL. EACH LOAN PARTY, THE AGENT, THE LC ISSUER, AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

16.4 CONSENT TO SERVICE OF PROCESS. EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN ARTICLE XIII. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

ARTICLE XVII
MISCELLANEOUS

17.1 AMENDMENT AND RESTATEMENT. This Agreement is an amendment and restatement of the Original Credit Agreement. All obligations under the Original Credit Agreement and all Liens securing payment of obligations under the Original Credit Agreement shall in all respects be continuing and this Agreement does not in any way constitute a novation of the Original Credit Agreement or a repaying and reborrowing of the obligations under the Original Credit Agreement, but it is an amendment and restatement of the Original Credit Agreement. This Agreement shall supersede the Original Credit Agreement. From and after the Closing Date, this Agreement shall govern the terms of the obligations under the Original Credit Agreement.

17.2 EXITING LENDERS. The Lenders have agreed among themselves, in consultation with the Borrower, to reallocate their respective Commitments and to, among other things, add each institution party hereto as a Lender that was not a Lender immediately prior to the Closing Date as "Lenders" under the Credit Agreement (each a "***New Lender***") and UBS AG, Stamford Branch, Goldman Sachs Bank USA, Comerica Bank, and Capital One, National Association (each an "***Exiting Lender***") have each decided to exit the Credit Agreement. The Administrative Agent and the Borrower hereby consent to such reallocation and the Lenders' and Exiting Lenders' assignments of their Commitments, including assignments to the New Lenders. On the Closing Date and after giving effect to such reallocations, the Commitment of each Lender shall be as set forth on ***Schedule A*** to the Credit Agreement which supersedes and replaces any prior ***Schedule A*** to the Credit Agreement. With respect to such reallocation, each Lender shall be deemed to have acquired the Commitment allocated to it from each of the other Lenders and the Exiting Lenders pursuant to the terms of the Assignment Agreement attached as ***Exhibit F*** to the Credit Agreement as if each such Lender and Exiting Lenders had executed an Assignment Agreement with respect to such allocation. In connection with this assignment and for purposes of this assignment only, the Lenders, the New Lenders, the Exiting Lenders, the Administrative Agent and the Borrower waive the processing and recordation fee under ***Section 12.3(c)*** of the Credit Agreement.

***

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Borrower, Guarantors, the Lenders, the LC Issuer, and the Agent have executed this Agreement as of the date first above written.

BORROWER:

USA COMPRESSION PARTNERS, LP,
a Delaware limited partnership

By: **USA Compression GP, LLC**,
its General Partner

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

GUARANTORS:

USAC OPCO 2, LLC,
a Texas limited liability company

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

USAC LEASING 2, LLC,
a Texas limited liability company

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

USA COMPRESSION PARTNERS, LLC,
a Delaware limited liability company

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

[Signature page to Sixth Amended and Restated Credit Agreement]

USAC LEASING, LLC,
a Delaware limited liability company

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

USA COMPRESSION FINANCE CORP.,
a Delaware corporation

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

CDM RESOURCE MANAGEMENT LLC,

a Delaware limited liability company

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

CDM ENVIRONMENTAL & TECHNICAL SERVICES LLC,
a Delaware limited liability company

By: /s/ Eric D. Long
Name: Eric D. Long
Title: President and Chief Executive Officer

NOTICE ADDRESS FOR GUARANTOR AND BORROWER:

c/o Eric D. Long
Chief Executive Officer
USA Compression Partners, LLC
100 Congress Avenue, Suite 450
Austin, Texas 78701
Telephone: (512) 473-2662
Fax: (512) 473-2616

[Signature page to Sixth Amended and Restated Credit Agreement]

LENDERS:

JPMORGAN CHASE BANK, N.A.,
as Agent, Lender, LC Issuer and Swingline Lender

By: /s/ Anca Loghin
Name: Anca Loghin
Title: Authorized Officer

NOTICE ADDRESS FOR AGENT, LC ISSUER AND SWINGLINE LENDER

c/o Portfolio Manager
JPMorgan Chase Bank
712 Main St, 5th Floor South
Houston, Texas 77002
Telephone: (713) 216-0157
Fax: (713) 216-8870

[Signature page to Sixth Amended and Restated Credit Agreement]

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

[Signature page to Sixth Amended and Restated Credit Agreement]

REGIONS BANK,
as a Lender

By: /s/ Dennis M. Hansen
Name: Dennis M. Hansen

Title: Managing Director

[Signature page to Sixth Amended and Restated Credit Agreement]

REGIONS BANK,
as a Lender

By: /s/ R. Sean Snipes
Name: R. Sean Snipes
Title: Managing Director

[Signature page to Sixth Amended and Restated Credit Agreement]

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Jay T. Sartain
Name: Jay T. Sartain
Title: Authorized Signatory

[Signature page to Sixth Amended and Restated Credit Agreement]

WELLS FARGO BANK, N.A.
as a Lender

By: /s/ Timothy P. Gebauer
Name: Timothy P. Gebauer
Title: Director

[Signature page to Sixth Amended and Restated Credit Agreement]

MUFG UNION BANK, N.A.,
as a Lender

By: /s/ Nadia Mitevska
Name: Nadia Mitevska
Title: Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

SUNTRUST BANK,
as a Lender

By: /s/ Dan Clubb
Name: Dan Clubb
Title: Director

[Signature page to Sixth Amended and Restated Credit Agreement]

THE BANK OF NOVA SCOTIA,
HOUSTON BRANCH
as a Lender

By: /s/ Alan Dawson
Name: Alan Dawson
Title: Director

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Brad Miller
Name: Brad Miller
Title: Assistant Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

BMO HARRIS BANK, N.A.
as a Lender

By: /s/ Mike Ehlert
Name: Mike Ehlert
Title: Managing Director

[Signature page to Sixth Amended and Restated Credit Agreement]

Caterpillar Financial Services Corporation,
as a Lender

By: /s/ Adam Brown
Name: Adam Brown
Title: Credit Manager

[Signature page to Sixth Amended and Restated Credit Agreement]

FIFTH THIRD BANK,
as a Lender

By: /s/ Paul Vitti
Name: Paul Vitti
Title: Managing Director

[Signature page to Sixth Amended and Restated Credit Agreement]

Natixis, New York Branch,
as a Lender

By: /s/ Khallil S. Benzine
Name: Khallil S. Benzine
Title: Executive Director

By: /s/ Jarrett C. Price
Name: Jarrett C. Price
Title: Director

[Signature page to Sixth Amended and Restated Credit Agreement]

NYCB SPECIALTY FINANCE COMPANY, LLC,
a wholly owned subsidiary of New York Community Bank,
as a Lender

By: /s/ Willard D. Dickerson, Jr.
Name: Willard D. Dickerson, Jr.
Title: Senior Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

Sumitomo Mitsui Banking Corporation,
as a Lender

By: /s/ James D. Weinstein
Name: James D. Weinstein
Title: Managing Director

[Signature page to Sixth Amended and Restated Credit Agreement]

CIT BANK, N.A.,
as a Lender

By: /s/ Michael A. Robinson
Name: Michael A. Robinson
Title: Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

CITIZENS BANK, N.A.,
as a Lender

By: /s/ John E. Lucas
Name: John E. Lucas
Title: Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as a Lender

By: /s/ Roderick L. Roberts
Name: Roderick L. Roberts
Title: Vice President

PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY,
as a Lender

By: PGIM, Inc.,
as investment manager

By: /s/ Roderick L. Roberts
Name: Roderick L. Roberts
Title: Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

Siemens Financial Services, Inc.,
as a Lender

By: /s/ Michael L. Zion
Name: Michael L. Zion
Title: Vice President
Siemens Financial Services, Inc.

By: /s/ Sonia Vargas
Name: Sonia Vargas
Title: Sr. Loan Closer

[Signature page to Sixth Amended and Restated Credit Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Director

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

RAYMOND JAMES BANK, N.A.,
as a Lender

By: /s/ Douglas S. Marron
Name: Douglas S. Marron
Title: Senior Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

WEBSTER BUSINESS CREDIT CORPORATION,
as a Lender

By: /s/ Harvey Winter
Name: Harvey Winter
Title: Senior Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

Woodforest National Bank,
as a Lender

By: /s/ Timothy Hanchett
Name: Timothy Hanchett
Title: Senior Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

GOLDMAN SACHS BANK USA
as an Exiting Lender

By: /s/ Josh Rosenthal
Name: Josh Rosenthal
Title: Authorized Signatory

[Signature page to Sixth Amended and Restated Credit Agreement]

COMERICA BANK
as an Exiting Lender

By: /s/ David Balderach
Name: David Balderach
Title: Senior Vice President

[Signature page to Sixth Amended and Restated Credit Agreement]

CAPITAL ONE BUSINESS CREDIT CORP.
as an Exiting Lender

By: /s/ Julianne Low
Name: Julianne Low
Title: Senior Director

[Signature page to Sixth Amended and Restated Credit Agreement]

UBS AG, STAMFORD BRANCH
as an Exiting Lender

By: /s/ Houssem Daly
Name: Houssem Daly
Title: Associate Director

By: /s/ Darlene Arias
Name: Darlene Arias
Title: Director

[Signature page to Sixth Amended and Restated Credit Agreement]

EXHIBIT A

[FORM OF] EURODOLLAR BORROWING NOTICE

Date: , 20

To: [JPMorgan Chase Bank, N.A.], as Agent for the Lenders

This Borrowing Notice is furnished pursuant to ***Section 2.1.1(b)*** of that certain Sixth Amended and Restated Credit Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"), dated as of April 2, 2018, among USA COMPRESSION PARTNERS, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and JPMORGAN CHASE BANK, N.A., as an LC Issuer and as Agent (as each term is defined therein). Unless otherwise defined herein, capitalized terms used in this Borrowing Notice have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby notifies the Agent of its request for the following Eurodollar Advance:

1. Borrowing Date of Eurodollar Advance (must be a Business Day)(1):

2. Aggregate Amount of the Eurodollar Advance: $

3. Duration of Interest Period:

One Month

Two Months

Three Months

Six Months

The Borrower hereby represents that, as of the date of this Borrowing Notice:

(a) There exists no Default or Unmatured Default and no Default or Unmatured Default shall immediately result from this Credit Extension.

(b) The representations and warranties contained in ***Article V*** of the Credit Agreement are true and correct in all material respects, except to the extent (i) any such representation or warranty is stated to relate solely to an earlier date or (ii) any such representation or warranty is subject to a materiality qualifier, in which case, it is true and correct in all respects.

USA COMPRESSION PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

(1) The Eurodollar Borrowing Notice to be submitted no later than at 12:00 noon (Chicago time) on a day that is three (3) Business Days before the Borrowing Date.

EXHIBIT B

[FORM OF] CONVERSION/CONTINUATION NOTICE

Date: , 20

To: [JPMorgan Chase Bank, N.A.], as Agent for the Lenders

This Conversion/Continuation Notice is furnished pursuant to ***Section 2.7*** of that certain Sixth Amended and Restated Credit Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"), dated as of April 2, 2018, among USA Compression Partners, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as an LC Issuer and as Agent (as each term is defined therein). Unless otherwise defined herein, capitalized terms used in this Conversion/Continuation Notice have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby notifies(1) the Agent of its request to [SELECT ONE]:

1. convert the Floating Rate Advance in the amount of $ into a Eurodollar Advance described below:

   (a) Date of conversion (must be a Business Day):

   (b) The duration of the Interest Period applicable thereto:

   month(s)(2)

2. continue the Eurodollar Advance described below:

   (a) Date of continuation (must be a Business Day):

   (b) Aggregate Amount of Advance: $

   (c) The duration of the Interest Period applicable thereto:

   month(s)(2)

USA COMPRESSION PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

(1) The Conversion/Continuation Notice to be submitted no later than at 1:00 pm (Chicago time) on a day that is three (3) Business Days before the date of requested conversion and continuation.
(2) The Borrower may select an Interest Period of one, two, three and six months.

EXHIBIT C

[FORM OF] REVOLVING NOTE

[Date]

USA COMPRESSION PARTNERS, LP, a Delaware limited partnership (the "***Borrower***") promises to pay to [ ] (the "***Lender***") the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to ***Article II*** of the Agreement (as hereinafter defined), in immediately available funds at the main office of JPMorgan Chase Bank, N.A. (the "***Agent***"), as Agent, together with interest on the unpaid principal amount hereof at the rates and on the dates set forth in the Credit Agreement. The Borrower shall pay the principal of and accrued and unpaid interest on the Revolving Loans and Reimbursement Obligations in full on the Facility Termination Date.

The Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount of each Loan and the date and amount of each principal payment hereunder.

This Note is one of the Notes issued pursuant to, and is entitled to the benefits of, the Sixth Amended and Restated Credit Agreement, dated as of April 2, 2018 (which, as it may be amended or modified and in effect from time to time, is herein called the "***Credit Agreement***"), among the Borrower, the other Loan Parties, the Lender and each of the other Lenders party thereto, the LC Issuer, and the Agent, to which Credit Agreement reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. This Note is secured pursuant to the Collateral Documents, as more specifically described in the Credit Agreement, and reference is made thereto for a statement of the terms and provisions thereof. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Credit Agreement.

The Borrower hereby expressly waives any presentment, demand, protest, notice of protest, notice of intent to accelerate, notice of acceleration or notice of any kind except as expressly provided in the Agreement.

USA COMPRESSION PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

SCHEDULE OF LOANS AND PAYMENTS OF PRINCIPAL
TO
NOTE OF [ ],
DATED: [ ]

Date	Principal Amount of Loan	Maturity of Interest Period	Principal Amount Paid	Unpaid Balance

EXHIBIT D

[FORM OF] COMPLIANCE CERTIFICATE

To: The Lenders party to the Sixth Amended and Restated Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Sixth Amended and Restated Credit Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"), dated as of April 2, 2018, among USA Compression Partners, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., a national banking association, as an LC Issuer and as Agent (as each term is defined therein). Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Credit Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) I am the duly elected (1) of the Borrower;

(2) I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and its Restricted Subsidiaries during the accounting period covered by the attached financial statements;

(3) The examinations described in ***paragraph (2)*** above did not disclose, and I have no actual knowledge of, any condition or event which constitutes a Default or Unmatured Default existing at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate[, except as set forth below];

(4) I hereby certify that, except as described below, no Loan Party has changed (i) its name, (ii) its chief executive office, (iii) principal place of business, (iv) the type of entity it is, or (v) its state of incorporation or organization without having given the Agent the notice required by ***Section 6.20***[, except as set forth below];

(5) ***Schedule I*** attached hereto sets forth financial data and computations evidencing the Borrower's compliance ***Section 6.25*** of the Credit Agreement all of which data and computations are, to my knowledge, true and complete;

(6) ***Schedule II*** attached hereto sets forth the determination of the Applicable Margin to be paid for Credit Extensions commencing on the fifth (5th) day following the delivery hereof;

(7) ***Schedule III*** attached hereto sets forth the Restricted Subsidiaries and Unrestricted Subsidiaries of the Borrower; and

(8) ***Schedule IV*** attached hereto sets forth the various reports and deliveries which are required at this time under the Credit Agreement and the other Loan Documents and the status of compliance.

---

(1) Chief Financial Officer or Controller of the Borrower.

Described below are the exceptions, if any, to paragraphs (3) or (4). In respect of paragraph (3), the descriptions below include the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event.

The foregoing certifications, together with the computations set forth in Schedule I and Schedule II hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this day of , .

USA COMPRESSION PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

SCHEDULE I TO COMPLIANCE CERTIFICATE

Compliance as of [Date] with
Provisions of ***Section 6.25***
of the Credit Agreement

SCHEDULE II TO COMPLIANCE CERTIFICATE

Borrower's Applicable Margin Calculation

SCHEDULE III TO COMPLIANCE CERTIFICATE

Restricted Subsidiaries and Unrestricted Subsidiaries of the Borrower

SCHEDULE IV TO COMPLIANCE CERTIFICATE

Reports and Deliveries Currently Due

EXHIBIT E

[FORM OF] JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "***Joinder***"), dated as of , , 20 , is entered into between , a (the "***New Subsidiary***") and JPMORGAN CHASE BANK, N.A., in its capacity as the agent (the "***Agent***") under that certain Sixth Amended and Restated Credit Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"), dated as of April 2, 2018, among USA COMPRESSION PARTNERS, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Joinder, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a "***Guarantor***" for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement including (a) all of the representations and warranties of the Loan Parties set forth in ***Article V*** of the Credit Agreement, (b) all of the covenants set forth in ***Article VI*** of the Credit Agreement, and (c) all of the guaranty obligations set forth in ***Article XV*** of the Credit Agreement. Without limiting the generality of the foregoing terms of this ***paragraph 1***, the New Subsidiary, subject to the limitations set forth in ***Section 15.10*** of the Credit Agreement, hereby guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, as provided in ***Article XV*** of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of ***Article XIII*** of the Credit Agreement is as follows: [ ].

4. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____
Name: _____
Title: _____

EXHIBIT F

[FORM OF] ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption (this "***Assignment and Assumption***") is dated as of the Effective Date set forth below and is entered into by and between *[*Insert name of Assignor*]* (the "***Assignor***") and *[*Insert name of Assignee*]* (the "***Assignee***"). Capitalized terms used but not defined herein shall have the meanings given to them in the Sixth Amended and Restated Credit Agreement, identified below (as amended, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), receipt of a copy of which is hereby acknowledged by the Assignee. The Terms and Conditions set forth in ***Annex 1*** attached hereto (the "***Standard Terms and Conditions***") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including any letters of credit, guaranties and swingline loans included in such facilities and, to the extent permitted to be assigned under applicable law, all claims (including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity), suits, causes of action and any other right of the Assignor against any Person whether known or unknown arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby) (the "***Assigned Interest***"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:

2. Assignee: *[and is an Affiliate/Approved Fund of *identify Lender*](1)*

3. Borrower: USA Compression Partners, LP, a Delaware limited partnership

4. Agent: [JPMorgan Chase Bank, N.A.], as the agent under the Credit Agreement.

5. Credit Agreement: The Sixth Amended and Restated Credit Agreement, dated as of April 2, 2018, among USA Compression Partners, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, the Agent and the LC Issuer, as the same may be amended, supplemented or otherwise modified from time to time.

(1)Select as applicable.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/ Credit Exposure for all Lenders	Amount of Commitment/ Credit Exposure Assigned	Percentage Assigned of Commitment/ Credit Exposure
[Commitment]	$	$	%

7. Trade Date(1):

Effective Date: , 20 [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER BY THE AGENT.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR:

[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A.,

as Agent and LC Issuer

By: _____
Name: _____
Title: _____

(1) To be completed if the Assignor and the Assignee intend that the assignment amount is to be determined as of the Trade Date.

USA COMPRESSION PARTNERS, LP

By: _____
Name: _____
Title: _____

[NAME OF OTHER RELEVANT PARTY]

By: _____
Name: _____
Title: _____

ANNEX 1
TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby. Neither the Assignor nor any of its officers, directors, employees, agents or attorneys shall be responsible for (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency, perfection, priority, collectability, or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document, (v) inspecting any of the property, books or records of the Borrower, or any guarantor, or (vi) any mistake, error of judgment, or action taken or omitted to be taken in connection with the Loans or the Loan Documents.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iii) agrees that its payment instructions and notice instructions are as set forth in Schedule 1 to this Assignment and Assumption, (iv) confirms that none of the funds, monies, assets or other consideration being used to make the purchase and assumption hereunder are "plan assets" as defined under ERISA and that its rights, benefits and interests in and under the Loan Documents will not be "plan assets" under ERISA, (v) it has received a copy of the Credit Agreement, together with copies of financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Agent or any other Lender, and (vi) attached as Schedule 1 to this Assignment and Assumption is any documentation required to be delivered by the Assignee with respect to its tax status pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. The Assignee shall pay the Assignor, on the Effective Date, the amount agreed to by the Assignor and the Assignee. From and after the [Effective Date]/[Trade Date], the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the [Effective Date]/[Trade Date] and to the Assignee for amounts which have accrued from and after the [Effective Date]/[Trade Date].

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and

Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

****

Exhibit F-4

ADMINISTRATIVE QUESTIONNAIRE

(Schedule to be supplied by Closing Unit or Trading Documentation Unit)

(For Forms call at)

Exhibit F-5

US AND NON-US TAX INFORMATION REPORTING REQUIREMENTS

(Schedule to be supplied by Closing Unit or Trading Documentation Unit)

(For Forms call at)

Exhibit F-6

EXHIBIT G

[FORM OF] BORROWING BASE CERTIFICATE

BORROWING BASE CERTIFICATE

Report Number
Date Prepared
Date Received

Borrower Number: **Collateral Transactions Reported as of Date:**

Facility Description Collateral Type	**Revolver A/R**	**Revolver Accrued A/R**	**Revolver Inventory**	**Revolver Inventory**	**Revolver Compressors**	**TOTAL**
1. Beginning Balance (Previous report - Line 7)						
2. Additions to Collateral (Gross Invoices)						
(non-A/R cash in line 3, Purchases of inventory)						
3. Deductions to Collateral (Cash)						
4. Deductions to Collateral (Discounts, other)						
5. Deductions to Collateral (Credit Memos)						
6. Misc. Credits (Non-Dilutive)						
(Interco Cash)(Inventory decreases or COGS)						
7. Total Ending Collateral Balance						
8. Less Ineligible Collateral						
9. Total Eligible Collateral						
10. Advance Percentage						
11. Gross Collateral Value (Line 9 x 10)						
12. Reserves (Letters of Credit, etc.)						
13. Net Available to Borrow (Line 11 less 12)						**Credit Line Limit**
14. Maximum Advance Limit						
15. Maximum Borrowing Limit (Lesser of 13. or 14.)						
Total Line Limit is **$.**						
Each Column reflects activity through (date):						
LOAN STATUS						**TOTAL**
16. Previous Loan Balance (Previous Report Line 19.)						
17. Less: A. Net Collections (Same as line 3)						
B. Adjustments						
C. Other						
18. Add: A. Request for Funds						
B. Return Items						
C. Other (Interest, Fees, Misc.)						
19. New Loan Balance						
20. Minimum Availability						
21. Letters of Credit Outstanding						
22. Availability not Borrowed (Line 16. less Lines 17. through 21.)						

The undersigned hereby certifies to JP Morgan Chase ("Bank") that (a) the information provided herein is true, correct, complete and accurate, (b) Borrower is in compliance with all terms, covenants, and conditions in the Sixth Amended and Restated Credit Agreement between Bank and Borrower and in each of the other Loan Documents and all of the representations and warranties made or deemed to be made under the Loan Documents are true and correct as of the date hereof and after giving effect to any Advance requested on this day of 2018 that no Default or Event of default has occurred and is continuing.

BORROWER NAME: AUTHORIZED SIGNATURE:

USA COMPRESSION PARTNERS LP AND SUBSIDIARIES

FOR BANK USE ONLY: **PROOF BY:** **APPROVED BY:**

EXHIBIT H

[FORM OF] TOTAL COMMITMENT INCREASE CERTIFICATE

[ ], 20[ ]

To: [JPMorgan Chase Bank, N.A.],
as Agent

The Borrower, the Agent, and certain Lenders (as each term is defined below) have heretofore entered into that certain Sixth Amended and Restated Credit Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"), dated as of April 2, 2018, among USA COMPRESSION PARTNERS, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and JPMORGAN CHASE BANK, N.A., a national banking association, as an LC Issuer and as Agent (as each term is defined therein). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Credit Agreement.

This Commitment Increase Certificate is being delivered pursuant to ***Section 2.1.1*** of the Credit Agreement.

Please be advised that the undersigned (a) has agreed to increase its Commitment under the Credit Agreement effective [ ], 201[ ] from $[ ] to $[ ] and (b) shall continue to be a party in all respect to the Credit Agreement and the other Loan Documents.

Very truly yours,

[ ],
as a Lender

By: _____
Name: _____
Title: _____

USA COMPRESSION PARTNERS, LP,
as the Borrower

By: _____
Name: _____
Title: _____

Accepted and Agreed:

[JPMorgan Chase Bank, N.A.],
as Agent

By: _____
Name: _____
Title: _____

EXHIBIT I

[FORM OF] ADDITIONAL LENDER CERTIFICATE

[ ], 20[ ]

To: [JPMorgan Chase Bank, NA],
As Agent

The Borrower, the Agent and certain Lenders (as each term is defined below) have heretofore entered into that certain Sixth Amended and Restated Credit Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"), dated as of April 2, 2018, among USA COMPRESSION PARTNERS, LP, a Delaware limited partnership (the "***Borrower***"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and JPMORGAN CHASE BANK, N.A., as an LC Issuer and as Agent (as each term is defined therein). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Credit Agreement.

The Additional Lender Certificate is being delivered pursuant to ***Section 2.1.1*** of the Credit Agreement

Please be advised that the undersigned has agreed (a) to become a Lender under the Credit Agreement effective [ ], 20[ ] with a Commitment of $[ ] and (b) that it shall be a party in all respects to the Credit Agreement and the other Loan Documents.

This Additional Lender Certificate is being delivered to the Agent together with (i) if the Additional Lender is organized under the laws of a jurisdiction other than the United States (or a state thereof or the District of Columbia), such documentation as may be reasonably requested by the Agent, duly completed and executed by the Additional Lender and (ii) an Administrative Questionnaire in the form supplied by the Agent, duly completed by the Additional Lender.

Very truly yours,

[ ],
as an Additional Lender

By: _____
Name: _____
Title: _____

USA COMPRESSION PARTNERS, LP,
as the Borrower

By: _____
Name: _____
Title: _____

Exhibit A

Accepted and Agreed:

[JPMorgan Chase Bank, N.A.],
as Agent, LC Issuer, and Swingline Lender

By: _____
Name: _____
Title: _____

SCHEDULE A

COMMITMENT SCHEDULE

Lender		Commitment
JPMORGAN CHASE BANK, N.A.	$	225,000,000
BARCLAYS BANK PLC	$	125,000,000
REGIONS BANK	$	125,000,000
ROYAL BANK OF CANADA	$	125,000,000
WELLS FARGO BANK, N.A.	$	125,000,000
MUFG UNION BANK, N.A.	$	90,000,000
SUNTRUST BANK	$	90,000,000
THE BANK OF NOVA SCOTIA, HOUSTON BRANCH	$	90,000,000

PNC BANK, NATIONAL ASSOCIATION	$	80,000,000
BMO HARRIS BANK, N.A.	$	50,000,000
CATERPILLAR FINANCIAL SERVICES CORPORATION	$	50,000,000
FIFTH THIRD BANK	$	50,000,000
NATIXIS, NEW YORK BRANCH	$	50,000,000
NYCB SPECIALTY FINANCE COMPANY, LLC	$	50,000,000
SUMIMOTO MITSUI BANKING CORPORATION	$	50,000,000
CIT BANK, N.A.	$	40,000,000
CITIZENS BANK, N.A.	$	40,000,000
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	$	26,230,000
PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY	$	13,770,000
SIEMENS FINANCIAL SERVICES, INC.	$	35,000,000
DEUTSCHE BANK AG NEW YORK BRANCH	$	20,000,000
RAYMOND JAMES BANK, N.A.	$	20,000,000
WEBSTER BUSINESS CREDIT CORPORATION	$	15,000,000
WOODFOREST NATIONAL BANK	$	15,000,000
TOTAL	**$**	**1,600,000,000**

SCHEDULE B

PRICING SCHEDULE

	Applicable Margin	
Leverage Ratio (annualized trailing three months)	**Revolver Eurodollar Margin**	**Revolver ABR Margin**
> 5.00 to 1.00	2.75%	1.75%
≤ 5.00 to 1.00 but > 4.00 to 1.00	2.50%	1.50%
≤ 4.00 to 1.00 but > 3.00 to 1.00	2.25%	1.25%
≤ 3.00 to 1.00	2.00%	1.00%

"***Financials***" means the annual or quarterly financial statements of the Borrower delivered pursuant to ***Section 6.1*** of this Agreement.

The applicable margins shall be determined in accordance with the foregoing table based on the Borrower's most recent Financials commencing with the Financials for the period ending December 31, 2017; *provided* that prior to the delivery of such Financials, the Revolving Eurodollar Margin shall be 2.50% and the Revolver ABR Margin shall be 1.50%. Adjustments, if any, to the applicable margins shall be effective five (5) Business Days after the Agent has received the applicable Financials. If the Borrower fails to deliver the Financials to the Agent at the time required pursuant to this Credit Agreement, then the applicable margins shall be the highest applicable margins set forth in the foregoing table until five (5) days after such Financials are so delivered. Without limitation of any other provision of this Agreement or any other remedy available to Agent or Lenders hereunder, to the extent that any financial statements or any information contained in any Compliance Certificate delivered hereunder shall be incorrect in any manner and the Borrower shall deliver to the Agent or the Lenders corrected financial statements or other corrected information in a Compliance Certificate (or otherwise), the Agent may recalculate the Applicable Margin based upon such corrected financial statements or such other corrected information and, upon written notice thereof to the Borrower, the Loans shall bear interest based upon such recalculated Applicable Margin retroactively from the date of delivery of the erroneous financial statements or other erroneous information in question; it being understood that the Borrower shall promptly pay any additional interest that would have been due but for such incorrect information, and such payment shall result in any Default or Unmatured Default that would have occurred as a result of a failure to pay such interest to be automatically waived without any further action by the Agent or any Lender.

News Release

USA Compression Partners and Energy Transfer Complete Previously Announced Transactions

AUSTIN, Texas & DALLAS—(BUSINESS WIRE)—Apr. 2, 2018— USA Compression Partners, LP (NYSE: USAC) ("USAC"), Energy Transfer Partners, L.P. (NYSE: ETP) ("ETP") and Energy Transfer Equity, L.P. (NYSE: ETE) ("ETE") today announced that USAC has (i) completed its previously announced acquisition of the CDM compression business ("CDM") from ETP, in exchange for $1.232 billion in cash (including customary closing adjustments), approximately 19.2 million USAC common units and approximately 6.4 million USAC Class B units, and (ii) cancelled its incentive distribution rights and converted its economic general partner interest into a non-economic general partner interest, in exchange for the issuance to its general partner of 8.0 million USAC common units. The USAC Class B units issued to ETP will not pay quarterly cash distributions for the first four quarters following closing and will convert into USAC common units on a one-for-one basis after such time. USAC funded the cash consideration for the transaction with proceeds from the issuance in private placements of preferred units and senior notes, and borrowings under its revolving credit facility.

This press release features multimedia. View the full release here: https://www.businesswire.com/news/home/20180402005943/en/

In addition to the above transactions, ETE completed its acquisition of USAC's general partner and approximately 12.5 million USAC common units from USA Compression Holdings, LLC in exchange for $250 million in cash.

CDM currently owns and operates approximately 1.6 million horsepower of natural gas compression and is focused primarily on large horsepower applications. The acquisition of CDM is expected to provide significant benefits for USAC unitholders as the combined business will have increased geographic coverage and will be one of the leading domestic compression providers. The acquisition further expands USAC's geographic presence into regions where USAC was previously underrepresented and results in USAC having broad coverage across U.S. regions. As part of its overall service offerings, CDM also provides a full range of gas treating and emissions testing services. CDM's treating activities are complementary to USAC's growing station services offerings, in which USAC provides turnkey gas handling solutions for customers. With over 70% of horsepower greater than 1,000 horsepower and an average unit size of approximately 700 horsepower, the CDM fleet has an average age of approximately 7 years and a current operating utilization rate of over 90%. On a pro forma combined basis, USAC owns and operates a compression fleet of approximately 3.4 million horsepower.

The transaction is expected to strengthen ETP's balance sheet by allowing ETP to use the cash proceeds from the transactions to reduce leverage.

ABOUT THE PARTNERSHIPS

USA Compression Partners, LP (NYSE: USAC) is a growth-oriented Delaware limited partnership that is one of the nation's largest independent providers of compression services in terms of total compression unit horsepower. USAC partners with a broad customer base composed of producers, processors, gatherers and transporters of natural gas. USAC focuses on providing compression services to infrastructure applications primarily in high volume gathering systems, processing facilities and transportation applications. More information is available at www.usacompression.com.

Energy Transfer Equity, L.P. (NYSE: ETE) is a master limited partnership that owns the general partner and 100% of the incentive distribution rights (IDRs) of Energy Transfer Partners, L.P. (NYSE: ETP) and Sunoco LP (NYSE: SUN). ETE also owns Lake Charles LNG Company. On a consolidated basis, ETE's family of companies owns and operates a diverse portfolio of natural gas, natural gas liquids, crude oil and refined products assets, as well as retail and wholesale motor fuel operations and LNG terminalling. For more information, visit the Energy Transfer Equity, L.P. website at www.energytransfer.com.

Energy Transfer Partners, L.P. (NYSE: ETP) is a master limited partnership that owns and operates one of the largest and most diversified portfolios of energy assets in the United States. Strategically positioned in all of the major U.S. production basins, ETP owns and operates a geographically diverse portfolio of complementary natural gas midstream, intrastate and interstate transportation and storage assets; crude oil, natural gas liquids (NGL) and refined product transportation and terminalling assets; NGL fractionation assets; and various acquisition and marketing assets. ETP's general partner is owned by Energy Transfer Equity, L.P. (NYSE: ETE). For more information, visit the Energy Transfer Partners, L.P. website at www.energytransfer.com.

FORWARD-LOOKING STATEMENTS

This press release includes "forward-looking" statements. Forward-looking statements are identified as any statement that does not relate strictly to historical or current facts. Statements using words such as "anticipate," "believe," "intend," "project," "plan," "expect," "continue," "estimate," "goal," "forecast," "may" or similar expressions help identify forward-looking statements. ETE, ETP and USAC cannot give any assurance that expectations and projections about future events will prove to be correct. Forward-looking statements are subject to a variety of risks, uncertainties and assumptions. These risks and uncertainties include the risks that the benefits contemplated by the transactions may not be realized. Additional risks include: the potential impact of the consummation of the transactions on relationships, including with employees, suppliers, customers, competitors and credit rating agencies, the ability to achieve revenue, DCF and EBITDA growth, and volatility in the price of oil, natural gas, and natural gas liquids. Actual results and outcomes may differ materially from those expressed in such forward-looking statements. These and other risks and uncertainties are discussed in more detail in filings made by ETE, ETP and USAC with the Securities and Exchange Commission, which are available to the public. ETE, ETP and USAC undertake no obligation to update publicly or to revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The information contained in this press release is available at www.energytransfer.com and www.usacompression.com.

Source: Energy Transfer Partners, L.P. and Energy Transfer Equity, L.P. and USA Compression Partners, LP

USAC Investor Contact:
Matt Liuzzi, 512-369-1624
Chief Financial Officer
mliuzzi@usacompression.com
or
Energy Transfer Contacts:
Investor Relations:
Helen Ryoo, Lyndsay Hannah, Brent Ratliff, 214-981-0795
or
Media Relations:
Vicki Granado, 214-840-5820