

7/23/04

07-29-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102801513

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): USA Compression Partners, LP
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank One, NA
Internal
Address:
Street Address: 1717 Main Street
City: Dallas State: TX Zip: 75201
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: July 20, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,529,144
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mario Quintanilla
Internal Address:
Street Address: 1717 Main Street, 3rd floor
City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.
Thomas A. Kulik
Name of Person Signing
Signature
Date July 20 2004
Total number of pages including cover sheet, attachments, and document: 60

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/26/2004 ECOOPER 00000017 2529144

01 FC:8521 40.00 OP

TRADEMARK REEL: 003016 FRAME: 0110

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Security Agreement") is entered into as of July 20, 2004 by and between USA Compression Partners, LP, a Texas limited partnership (the "Grantor"), and Bank One, NA, a national banking association having its principal office in Chicago, Illinois, in its capacity as agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Grantor, the Agent, the Loan Parties and the Lenders are entering into a Credit Agreement dated as of July 20, 2004 (as it may be amended or modified from time to time, the "Credit Agreement"). The Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Grantor under the Credit Agreement.

ACCORDINGLY, the Grantor and the Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Assigned Contracts" means, collectively, all of the Grantor's rights and remedies under, and all moneys and claims for money due or to become due to the Grantor under those contracts set forth on Exhibit I hereto, and any other material contracts, and any and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantor now or hereafter existing: (a) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing agreements; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Collateral" shall have the meaning set forth in Article II.

“Collateral Deposit Account” shall have the meaning set forth in Section 7.1(a).

“Collateral Report” means any certificate (including any Borrowing Base Certificate), report or other document delivered by the Grantor to the Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

“Collection Account” shall have the meaning set forth in Section 7.1(b).

“Commercial Tort Claims” means the existing commercial tort claims of the Grantor set forth on Exhibit K hereto.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Default” means an event described in Section 5.1.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” shall have the meaning set forth in Article 9 of the UCC.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Lenders” means the lenders party to the Credit Agreement and their successors and assigns.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Lock Boxes” shall have the meaning set forth in Section 7.1(a).

“Lock Box Agreements” shall have the meaning set forth in Section 7.1(a).

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“Required Secured Parties” means (a) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders, (b) after an acceleration of the obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders holding in the aggregate at least 50% of the total of the Aggregate Credit Exposure, and (c) after the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full (whether or not the obligations under the Credit Agreement were ever accelerated), Lenders holding in the aggregate at least 50% of the aggregate net early termination payments and all other amounts then due and unpaid from the Grantor to the Lenders under Rate Management Transactions, as determined by the Agent in its reasonable discretion.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Security” has the meaning set forth in Article 8 of the UCC.

“Supporting Obligations” shall have the meaning set forth in Article 9 of the UCC.

“Trademarks” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of Texas or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Agent’s or any Lender’s Lien on any Collateral.

“Unmatured Default” means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default hereunder.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (all of which will be collectively referred to as the “Collateral”), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all Equipment;
- (v) all Fixtures;
- (vi) all General Intangibles;
- (vii) all Goods;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all cash or cash equivalents;
- (xii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiii) all Deposit Accounts with any bank or other financial institution;
- (xiv) all Commercial Tort Claims;
- (xv) all Assigned Contracts;

(xvi) and all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III REPRESENTATIONS AND WARRANTIES

The Grantor represents and warrants to the Agent and the Lenders that:

3.1. Title, Perfection and Priority. The Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against the Grantor in the locations listed on Exhibit H, the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of the Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. The Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; the Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by the Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(h) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of the Grantor's Deposit Accounts are listed on Exhibit B.

3.6. Exact Names. The Grantor's name in which it has executed this Security Agreement is the exact name as it appears in the Grantor's organizational documents, as amended, as filed with the Grantor's jurisdiction of organization.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of the Grantor. All action by the Grantor necessary or desirable to protect and perfect the Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.8. Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Agent by the Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

(b) With respect to Accounts, except as specifically disclosed on the most recent Collateral Report, (i) all Accounts are Eligible Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of the Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) there are no setoffs, claims or disputes existing or asserted with respect thereto and the Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by Grantor in the ordinary course of its business for prompt payment and disclosed to the Agent; (iv) to Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on the Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (v) the Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (vi) the Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to the Grantor as indicated thereon and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Lock Box or a Collateral Deposit Account as required pursuant to Section 7.1; and (iii) to the Grantor's knowledge, all Account Debtors have the capacity to contract.

3.9. Inventory. With respect to any Inventory scheduled or listed on the most recent Collateral Report, (a) such Inventory (other than Inventory in transit) is located at one of the Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) the Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Agent, for the benefit of the Agent and Lenders, and except for Permitted Liens, (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Inventory of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder and (g) the completion of manufacture, sale or other disposition of such Inventory by the Agent following a Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which the Grantor is a party or to which such property is subject.

3.10. Intellectual Property. The Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of this Security Agreement with the United States Copyright Office and this Security Agreement with the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Agent on the Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from the Grantor and, upon the filing of appropriate financing statements listed on Exhibit H, all action necessary or desirable to protect and perfect the Agent's Lien on the Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11. Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by the Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Agent on behalf of the Lenders as the secured party and (b) as permitted by Section 4.1(e).

3.13. Conveyance of Liens. The Grantor acknowledges and agrees, and Caterpillar Financial Services Corporation ("Caterpillar") hereby acknowledges and agrees, that all of that all of Caterpillar's right, title and interest in and to any Lien securing any indebtedness and obligations of Borrower under the Original Loan Agreement, together with any document executed in connection therewith, have been granted, transferred and assigned to Agent, for the benefit of the Lenders. The Grantor hereby ratifies, affirms, affirm, acknowledges and confesses each of their obligations under the Original Loan Agreement, the Original Security Agreement (as hereinafter defined) and the other loan documents executed in connection therewith, and ratifies, affirms, acknowledges and agrees that nothing herein shall, and nothing herein shall be construed to, adversely affect or impair any lien, charge, encumbrance or security interest created under the Original Security Agreement or the priority thereof or release or affect their liability pursuant to the Original Security Agreement and ratifies, affirms, acknowledges and agrees that all liens, charges, encumbrances and security interests created under the Original Security Agreement shall be and hereby are ratified, affirmed, extended and carried forward and shall continue to secure the payment of the Obligations.

ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. **General.**

(a) **Collateral Records.** The Grantor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request.

(b) **Authorization to File Financing Statements; Ratification.** The Grantor hereby authorizes the Agent to file, and if requested will deliver to the Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. Any financing statement filed by the Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate the Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real Property to which the Collateral relates. The Grantor also agrees to furnish any such information to the Agent promptly upon request. The Grantor also ratifies its authorization for the Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) **Further Assurances.** The Grantor will, if so requested by the Agent, furnish to the Agent, as often as the Agent requests, statements and schedules further identifying and describing the Collateral and such other reports and information in connection with the Collateral as the Agent may reasonably request, all in such detail as the Agent may specify. The Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) **Disposition of Collateral.** The Grantor will not sell, lease or otherwise dispose of the Collateral except for dispositions specifically permitted pursuant to Section 6.20 of the Credit Agreement.

(e) **Liens.** The Grantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Permitted Liens.

(f) **Other Financing Statements.** The Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1(e). The Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement except with respect to Permitted Liens without the prior written consent of the Agent, subject to the Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) **Locations.** The Grantor will not (i) maintain any Collateral at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without the Agent's prior written consent as required by the Credit Agreement (and if the Agent gives such consent, the Grantor will concurrently therewith obtain a Collateral Access Agreement for each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief

executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) Compliance with Terms. The Grantor will perform and comply with all obligations in respect of the Collateral and all agreements to which it is a party or by which it is bound relating to the Collateral.

4.2. Receivables.

(a) Certain Agreements on Receivables. The Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, the Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, the Grantor will collect and enforce, at the Grantor's sole expense, all amounts due or hereafter due to the Grantor under the Receivables.

(c) Delivery of Invoices. The Grantor will deliver to the Agent immediately upon its request duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of the Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Grantor will promptly disclose such fact to the Agent in writing. The Grantor shall send the Agent a copy of each credit memorandum in excess of \$250,000 as soon as issued, and the Grantor shall promptly report each credit memo and each of the facts required to be disclosed to the Agent in accordance with this Section 4.2(d) on the Borrowing Base Certificates submitted by it.

(e) Electronic Chattel Paper. The Grantor shall take all steps necessary to grant the Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. Inventory and Equipment.

(a) Maintenance of Goods. The Grantor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of the Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) Returned Inventory. If an Account Debtor returns any Inventory to the Grantor when no Event of Default exists, then the Grantor shall promptly determine the reason for such return and shall issue a credit memorandum to the Account Debtor in the appropriate amount. The Grantor shall immediately report to the Agent any return involving an amount in excess of \$500,000. Each such report shall indicate the reasons for the returns and the locations and condition of the returned Inventory. In the event any Account Debtor returns Inventory to the Grantor when an Event of Default exists, the

Grantor, upon the request of the Agent, shall: (i) hold the returned Inventory in trust for the Agent; (ii) segregate all returned Inventory from all of its other property; (iii) dispose of the returned Inventory solely according to the Agent's written instructions; and (iv) not issue any credits or allowances with respect thereto without the Agent's prior written consent. All returned Inventory shall be subject to the Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory and such returned Inventory shall not be Eligible Inventory.

(c) Inventory Count; Perpetual Inventory System. The Grantor will conduct a physical count of the Inventory at least once per Fiscal Year, and after and during the continuation of an Event of Default, at such other times as the Agent requests. The Grantor, at its own expense, shall deliver to the Agent the results of each physical verification, which the Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory. The Grantor will maintain a perpetual inventory reporting system at all times.

(d) Equipment. The Grantor shall promptly inform the Agent of any additions to or deletions from the Equipment (other than Rental Units sold or leased in the ordinary course of business or other Inventory sold or leased in the ordinary course of business) which individually exceed \$500,000. The Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Agent does not have a Lien. The Grantor will not, without the Agent's prior written consent, alter or remove any identifying symbol or number on any of the Grantor's Equipment constituting Collateral.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. The Grantor will (a) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (b) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Agent's request, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral and (d) upon the Agent's request, deliver to the Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which the Grantor will pledge such additional Collateral. The Grantor hereby authorizes the Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral set forth in such Amendments shall be considered to be part of the Collateral.

4.5. Intentionally Omitted.

4.6. Intentionally Omitted.

4.7. Intellectual Property.

(a) The Grantor will use its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Agent of any License held by the Grantor and to enforce the security interests granted hereunder.

(b) The Grantor shall notify the Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United

States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall the Grantor, either directly or through any the Agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Agent prior written notice thereof, and, upon request of the Agent, the Grantor shall execute and deliver any and all security agreements as the Agent may request to evidence the Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of the Grantor relating thereto or represented thereby.

(d) The Grantor shall take all actions that it determines in its good faith business judgment necessary or advisable (or otherwise requested by Agent) to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(e) The Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Grantor shall deem appropriate under the circumstances (or as otherwise requested by Agent) to protect such Patent, Trademark or Copyright. In the event that the Grantor institutes suit because any of the Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall comply with Section 4.8.

4.8. Commercial Tort Claims. The Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Agent of any commercial tort claim (as defined in the UCC) acquired by it and, unless the Agent otherwise consents, the Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit I hereto, granting to Agent a first priority security interest in such commercial tort claim.

4.9. Letter-of-Credit Rights. If the Grantor is or becomes the beneficiary of a letter of credit, the Grantor shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.19 of the Credit Agreement, all in form and substance reasonably satisfactory to the Agent.

4.10. Federal, State or Municipal Claims. The Grantor will promptly notify the Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. The Grantor agrees that it will not interfere with any right, power and remedy of the Agent provided for in this Security Agreement or now or hereafter existing at law or in

equity or by statute or otherwise, or the exercise or beginning of the exercise by the Agent of any one or more of such rights, powers or remedies.

4.12. **Assigned Contracts.** The Grantor will use its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any Assigned Contract held by the Grantor and to enforce the security interests granted hereunder. The Grantor shall fully perform all of its obligations under each of the Assigned Contracts, and shall enforce all of its rights and remedies thereunder, in each case, as it deems appropriate in its business judgment; *provided however, that* the Grantor shall not take any action or fail to take any action with respect to its Assigned Contracts which would cause the termination of an Assigned Contract. Without limiting the generality of the foregoing, the Grantor shall take all action necessary or appropriate to permit, and shall not take any action which would have any materially adverse effect upon, the full enforcement of all indemnification rights under its Assigned Contracts. The Grantor shall notify the Agent and the Lenders in writing, promptly after the Grantor becomes aware thereof, of any event or fact which could give rise to a material claim by it for indemnification under any of its Assigned Contracts, and shall diligently pursue such right and report to the Agent on all further developments with respect thereto. The Grantor shall deposit into a Deposit Account at the Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.19 of the Credit Agreement, all amounts received by the Grantor as indemnification or otherwise pursuant to its Assigned Contracts. If the Grantor shall fail after the Agent's demand to pursue diligently any right under its Assigned Contracts, or if a Default then exists, the Agent may, and at the direction of the Required Secured Parties shall, directly enforce such right in its own or the Grantor's name and may enter into such settlements or other agreements with respect thereto as the Agent or the Required Secured Parties, as applicable, shall determine. In any suit, proceeding or action brought by the Agent for the benefit of the Lenders under any Assigned Contract for any sum owing thereunder or to enforce any provision thereof, the Grantor shall indemnify and hold the Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaims, recoupment, or reduction of liability whatsoever of the obligor thereunder arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing from the Grantor to or in favor of such obligor or its successors. All such obligations of the Grantor shall be and remain enforceable only against the Grantor and shall not be enforceable against the Agent or the Lenders. Notwithstanding any provision hereof to the contrary, the Grantor shall at all times remain liable to observe and perform all of its duties and obligations under its Assigned Contracts, and the Agent's or any Lender's exercise of any of their respective rights with respect to the Collateral shall not release the Grantor from any of such duties and obligations. Neither the Agent nor any Lender shall be obligated to perform or fulfill any of the Grantor's duties or obligations under its Assigned Contracts or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder or the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance, any payment of any amounts, or any delivery of any property.

ARTICLE V DEFAULTS AND REMEDIES

5.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a Default hereunder:

(a) Any representation or warranty made by or on behalf of the Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) The breach by the Grantor of any of the terms or provisions of Article IV or Article VII.

(c) The breach by the Grantor (other than a breach which constitutes a Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within fifteen days after such breach.

(d) The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2. Remedies.

(a) Upon the occurrence and during the continuation of a Default, the Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral; and

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to Grantor or any other Person, enter the premises of the Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at the Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Agent may deem commercially reasonable.

(b) The Agent, on behalf of the Lenders, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Agent and the Lenders, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Agent is able to effect a sale, lease, or other disposition of Collateral, the Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed

appropriate by the Agent. The Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Agent's remedies (for the benefit of the Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Rate Management Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Rate Management Obligations pursuant to the terms of the agreement governing any Rate Management Transaction.

(f) Notwithstanding the foregoing, neither the Agent nor the Lenders shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, the Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

5.3. Grantor's Obligations Upon Default. Upon the request of the Agent after the occurrence and during the continuation of a Default, the Grantor will:

(a) assemble and make available to the Agent the Collateral and all books and records relating thereto at any place or places specified by the Agent, whether at the Grantor's premises or elsewhere;

(b) permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral; and

(c) at its own expense, cause the independent certified public accountants then engaged by the Grantor to prepare and deliver to the Agent and each Lender, at any time, and from time to time, promptly upon the Agent's request, the following reports with respect to the Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Agent to exercise the rights and remedies under this Article V at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, the Grantor hereby (a) grants to the Agent, for the benefit of the Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Intellectual Property Rights now owned or hereafter acquired by the Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Agent may sell any of the Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from the Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to the Grantor and any Inventory that is covered by any Copyright owned by or licensed to the Grantor and the Agent may finish any work in

process and affix any Trademark owned by or licensed to the Grantor and sell such Inventory as provided herein.

ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT

6.1. Account Verification. The Agent may at any time, in the Agent's own name, in the name of a nominee of the Agent, or in the name of the Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of such Grantor, parties to contracts with the Grantor and obligors in respect of Instruments of the Grantor to verify with such Persons, to the Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.

(a) The Grantor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of the Grantor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) [intentionally omitted], (v) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Agent or the Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign the Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (x) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to exercise all of the Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to settle, adjust, compromise, extend or renew the Receivables, (xii) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to prepare, file and sign the Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of the Grantor, (xiv) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to prepare, file and sign the

Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) after the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, to change the address for delivery of mail addressed to the Grantor to such address as the Agent may designate and to receive, open and dispose of all mail addressed to the Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and the Grantor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve the Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Agent, for the benefit of the Agent and Lenders, under this Section 6.2 are solely to protect the Agent's interests in the Collateral and shall not impose any duty upon the Agent or any Lender to exercise any such powers.

6.3. Intentionally Omitted.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE AGENT AS ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.15. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE AGENT, NOR ANY LENDER, NOR OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII

COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

7.1. Collection of Receivables.

(a) On or before the Closing Date, the Grantor shall (a) execute and deliver to the Agent Deposit Account Control Agreements for each Deposit Account maintained by the Grantor into which all cash, checks or other similar payments relating to or constituting payments made in respect of Receivables will be deposited (a "Collateral Deposit Account"), which Collateral Deposit Accounts are identified as such on Exhibit B, and (b) establish lock box service (the "Lock Boxes") with the bank(s) set forth in Exhibit B, 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 the bank where the 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"). After the Closing Date, the Grantor will comply with the terms of Section 7.2.

(b) The Grantor shall direct all of its Account Debtors to forward payments directly to Lock Boxes subject to Lock Box Agreements. The Agent shall have sole access to the Lock Boxes at all times and the Grantor shall take all actions necessary to grant the Agent such sole access. At no time shall the Grantor remove any item from the Lock Box or from a Collateral Deposit Account without the Agent's prior written consent. If the Grantor should refuse or neglect to notify any 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 Account Debtor. If notwithstanding the foregoing instructions, the Grantor receives any proceeds of any Receivables, the Grantor 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 Receivables 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 Grantor 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 7.3.

7.2. Covenant Regarding New Deposit Accounts; Lock Boxes. Before opening or replacing any Collateral Deposit Account, other Deposit Account, or establishing a new Lock Box, the Grantor shall (a) obtain the Agent's consent in writing to the opening of such Deposit Account or Lock Box, and (b) cause each bank or financial institution in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Agent in order to give the Agent Control of such Deposit Account, or (ii) a Lock Box, to enter into a Lock Box Agreement with the Agent in order to give the Agent Control of the Lock Box. In the case of Deposit Accounts or Lock Boxes maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

7.3. Application of Proceeds; Deficiency. All amounts deposited in the Collection Account shall be deemed received by the Agent in accordance with Section 2.18 of the Credit Agreement 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 of the Credit Agreement. 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. The Agent shall require all other cash proceeds of the Collateral, which are not required to be applied to the Obligations pursuant to Section 2.15 of the Credit Agreement, to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. The Grantor shall have no control whatsoever over said cash collateral account. Any such proceeds of the Collateral shall be applied in the order set forth in Section 2.19 of the Credit Agreement unless a court of competent jurisdiction shall otherwise direct. The balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Agent into the Grantor's general operating account with the Agent. The Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by Agent or any Lender to collect such deficiency.

ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. The Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantor, addressed as set forth in Article IX, at least ten days prior to (i) the date

of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, the Grantor waives all claims, damages, and demands against the Agent or any Lender arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, the Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, the Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Agent's and Lenders' Duty with Respect to the Collateral. The Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is commercially reasonable for the Agent (i) to fail to incur expenses deemed significant by the Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to provide to the Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Agent would be commercially reasonable in the Agent's exercise of remedies against the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to the Grantor or to impose any duties on the Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Grantor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which the Grantor has agreed to perform or pay in this Security Agreement and the Grantor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.4. The Grantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. The Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.7, 4.8, 4.9, 4.10, 4.12, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Grantor contained in this Security Agreement, that the covenants of the Grantor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantor.

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuation of a Default, after the occurrence and during the continuance of an Unmatured Default or after the occurrence and during the continuance of a Material Adverse Effect, the Agent shall be entitled to occupy and use any premises owned or leased by the Grantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Grantor for such use and occupancy.

8.7. Dispositions Not Authorized. The Grantor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between the Grantor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Secured Parties.

8.8. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 8.3 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

8.9. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Security Agreement 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 this Security Agreement are declared to be severable.

8.10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.11. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantor, the Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Grantor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Agent, for the benefit of the Agent and the Lenders, hereunder.

8.12. Survival of Representations. All representations and warranties of the Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.13. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantor, together with interest and penalties, if any. The Grantor shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantor.

8.14. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.15. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Facility LCs, a cash deposit or Supporting Letter of Credit has been delivered to the Agent as required by the Credit Agreement) and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.16. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantor and the Agent relating to the Collateral.

8.17. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.18. CONSENT TO JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR TEXAS STATE COURT SITTING IN TEXAS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND THE GRANTOR 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 OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN TEXAS.

8.19. WAIVER OF JURY TRIAL. THE GRANTOR, THE AGENT 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 THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

8.20. Indemnity. The Grantor hereby agrees to indemnify the Agent and the Lenders, and their respective successors, assigns, agents and employees (the "Indemnified Parties"), from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender is a party thereto) imposed on, incurred by or asserted against any Indemnified Party, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or the Grantor, and any claim for Patent, Trademark or Copyright infringement);

provided that the Grantor shall not be liable for any of the foregoing to the extent any of the foregoing results from the gross negligence or willful misconduct of any Indemnified Party..

8.21. Counterparts. This Security 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 Security Agreement by signing any such counterpart.

8.22. Section Titles. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of the agreement between the parties hereto.

ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (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), in each case addressed to the Grantor at the address set forth on Exhibit A as its principal place of business, and to the Agent and the Lenders at the addresses set forth in the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantor, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X THE AGENT

Bank One, NA has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

ARTICLE XI AMENDMENT AND RESTATEMENT

10.1. This Agreement is an amendment and restatement of that certain Amended and Restated Security Agreement dated as of March 19, 2003, but effective December 15, 2002 by and between Borrower and Caterpillar (the "Original Security Agreement"). All obligations under the Original Security Agreement and all Liens securing payment of obligations under the Original Security Agreement shall in all respects be continuing. This Agreement shall supersede the Original Security Agreement. From and after the Effective Date, this Security Agreement shall govern the terms of the obligations under the Original Security Agreement. In addition to and not in limitation of the foregoing, the security interests in the Collateral (as defined in the Original Security Agreement) are not

extinguished hereby; and the making, perfection and priority of such existing security interests in the Collateral (as defined in the Original Security Agreement) described above shall continue in full force and effect.

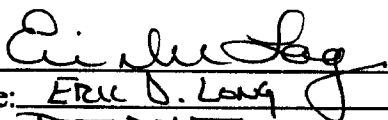
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Security Agreement as of the date first above written.

GRANTOR:

USA COMPRESSION PARTNERS, LP

By: Darr Oilfield Services, Inc.,
its general partner

By: 
Name: Eric D. Long
Title: PRESIDENT

AGENT:

BANK ONE, NA

By: _____
Name: Mario Quintanilla
Title: Director Asset Based Lending Group

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Security Agreement as of the date first above written.

GRANTOR:

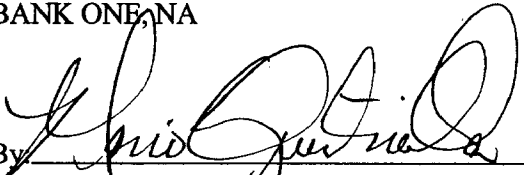
USA COMPRESSION PARTNERS, LP

By: Darr Oilfield Services, Inc.,
its general partner

By: _____
Name: _____
Title: _____

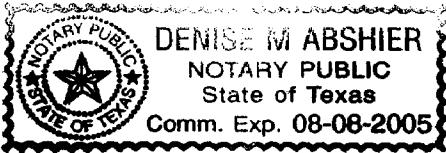
AGENT:

BANK ONE, NA

By:  _____
Name: Mario Quintanilla
Title: Director Asset Based Lending Group

STATE OF Texas)
) SS
COUNTY OF Travis)

The foregoing instrument was acknowledged before me this 14th day of July, 2004, by Eric Dee Long, as President of Darr Oilfield Services, Inc., the general partner of USA Compression Partners, LP, on behalf of said limited partnership.



Denise M. Abshier
Notary Public

My commission expires: _____

Acknowledged and Agreed:

CATERPILLAR FINANCIAL SERVICES CORPORATION

By: Paul J. Gaeto
Name: Paul J. Gaeto
Title: Vice President

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

GRANTOR'S INFORMATION AND COLLATERAL LOCATIONS

- I. **Name of Grantor:** USA Compression Partners, LP
- II. **State of Incorporation or Organization:** Texas
- III. **Type of Entity:** limited partnership
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
00100872-10
- V. **Federal Identification Number:** 75-2771546
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

6688 N. Central Expressway
Suite 500
Dallas, Texas 75206
Attention: Eric D. Long
- VII. **Locations of Collateral and Books and Records:**
 - (a) Properties Owned by the Grantor: None.
 - (b) Properties Leased by the Grantor (Include Landlord's Name):

Office Leases
 1. Office Lease Agreement dated October 12, 1998, by and between Transwestern Energy Square 3, LP (Landlord) and USA Compression Partners, LP (Tenant) covering the premises located at 6688 North Central Expressway, Ste. 500, Dallas, TX 75206.
 2. Office Lease dated June 17, 2003, by and between 301 Congress Avenue, LP (Landlord) and USA Compression Partners, LP (Tenant) covering the premises located at 301 Congress Avenue, Ste. 555, Austin, TX 78701.
 3. Lease dated February, 1999 by and between Corpus Assets, LP (Landlord) and USA Compression Partners, LP (Tenant) covering the premises located at 711 N. Carancahua, Ste. 700-J, Corpus Christi, TX 78475.
 4. Lease Agreement dated August 21, 2000, by and between Myco Industries, Inc. (Landlord) and USA Compression Partners, LP (Tenant) covering the premises located at 306 W. Wall, Ste. 1020, Midland, TX 79701.

5. Lease Agreement dated June 1, 2000, by and between Jeffrey G. Kaier and Tracy S. Kaier (Landlord) and USA Compression Partners, LP (Tenant) covering the premises located 6 Four Coins Drive, Canonsburg, PA 15317.
6. Office Lease dated August 21, 2000, by and between Joshua Operating Company, L.L.C. (Landlord) and USA Compression Partners, LP (Tenant) covering the premises located at 5801 East 41st Street, Suite 505, Tulsa, OK 74135.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

Storage Units

1. Self-Service Storage Rental Agreement dated March 21, 2002, by and between Advantage Mini Storage (Lessor) and USA Compression Partners, LP (Tenant) covering Unit #214 located at 9402 N. Navarro, Victoria, TX 77904.
2. Lease dated February 4, 2004, by and between Advantage Transportation Equipment (Lessor) and USA Compression Partners, LP (Lessee) covering storage container Unit #200029 located at Somerset Gas Transmission site, one mile from the intersection of Cygnet Road & Rock Ridge Road, Cygnet, Wood County, OH.
3. Lease Agreement dated April 14, 2002, by and between Hahn Transportation Services, Inc. (Lessor) and USA Compression Partners, LP (Lessee) covering storage container Unit #7019 located at WESCO warehouse site, 8224 SW 3rd Street, Oklahoma City, OK 73128.
4. Rental Agreement dated September 22, 2003, by and between Ozona Storage Co. (Lessor) and USA Compression Partners, LP (Lessee) covering Unit #96 located at 1200 Highway 163, Ozona, TX 76943.
5. Self-Service Storage Rental Agreement dated October 10, 2003, by and between Storage Solutions (Lessor) and USA Compression Partners, LP (Tenant) covering Unit #41 located at 1704 O.W.K. Road, Laredo, TX 78043.

EXHIBIT B

(See Section 3.5 of Security Agreement)

DEPOSIT ACCOUNTS

<u>Name on Bank Account</u>	<u>Name of Bank</u>	<u>Location</u>	<u>Account No.</u>	<u>Type of Account</u>
USA Compression Partners, LP	Comerica Bank	Dallas, Texas	1880957582	Checking – Operating Acct.
USA Compression Partners, LP	Comerica Bank	Dallas, Texas	1880855273	Checking – Dallas Petty Cash
USA Compression Partners, LP	Comerica Bank	Dallas, Texas	1880855232	Checking – Pitt Petty Cash
USA Compression Partners, LP	Comerica Bank	Dallas, Texas	1880957624	Checking – Austin Petty Cash
USA Compression Partners, LP	Comerica Bank	Dallas, Texas	2176997969	Controlled Disbursement
USA Compression Partners, LP	Comerica Securities	Dallas, Texas	BGJ168572	RCRA

<u>Name on Bank Account</u>	<u>Name of Bank</u>	<u>Location</u>	<u>Account No.</u>	<u>Type of Account</u>
USA Compression Partners, LP	Bank One	Dallas, Texas	663001113	Checking (Operating Acct)
USA Compression Partners, LP	Bank One	Dallas, Texas	663001139	Checking (Pittsburg Petty Cash)
USA Compression Partners, LP	Bank One	Dallas, Texas	663001121	Checking (Austin Petty Cash)
USA Compression Partners, LP	Bank One	Dallas, Texas	637980228	Controlled Disbursement

LOCK BOXES

Name of Institution	Lock Box Number
Comerica Bank	1880957582 (and Operating Account)
Bank One	645474743

EXHIBIT C
(See Section 3.7 of Security Agreement)

LETTER OF CREDIT RIGHTS

None.

CHATTEL PAPER

Master Rental Agreements and Related Unit Contracts:

1. Gas Compressor Equipment Master Rental Agreement dated August 15, 1999 by and between USA Compression Partners, LP ("Lessor") and Abarta Oil & Gas ("Lessee")
 - Gas Compressor Proposal and Agreement dated August 15, 1999 by and between Lessor and Lessee (*Unit 1042*)
 - Gas Compressor Proposal and Agreement dated August 15, 1999 by and between Lessor and Lessee (*Unit 1043*)
 - Gas Compressor Proposal and Agreement dated January 16, 2000 by and between Lessor and Lessee (*Unit 1371*)
2. Gas Compressor Equipment Master Rental Agreement dated May 25, 2004 by and between USA Compression Partners, LP ("Lessor") and Acock Anagua Operating Co., LP ("Lessee")
 - Compression Proposal and Agreement dated May 25, 2004 by and between Lessor and Lessee (*Unit 1126*)
3. Gas Compressor Equipment Master Rental Agreement dated April 27, 1999 by and between USA Compression Partners, LP ("Lessor") and Ardent Resources ("Lessee")
 - Gas Compressor Proposal and Agreement dated February 1, 2002 by and between Lessor and Lessee (*Unit 1211*)
4. Gas Compressor Equipment Master Rental Agreement dated December 3, 2002 by and between USA Compression Partners, LP ("Lessor") and Atlas Pipeline Pennsylvania, Inc. ("Lessee")
 - Compression Proposal and Agreement dated December 3, 2002 by and between Lessor and Lessee (*Unit 1353*)
5. Gas Compressor Equipment Master Rental Agreement dated December 2, 2001 by and between USA Compression Partners, LP ("Lessor") and Belden & Blake Corporation ("Lessee")
 - Compression Proposal and Agreement dated January 1, 2002 by and between Lessor and Lessee (*Unit 1080*)

6. Equipment Rental Contract dated December 1, 2003 by and between USA Compression Partners, LP (“Contractor”) and BP America Production Company (“Company”)
 - Equipment Rental Work Order dated March 30, 2004 by and between Contractor and Company (*Unit 1016*)
 - Equipment Rental Work Order dated December 10, 2003 by and between Contractor and Company (*Unit 1392*)
 - Equipment Rental Work Order dated December 10, 2003 by and between Contractor and Company (*Unit 1394*)
7. Gas Compressor Equipment Master Rental Agreement dated November 22, 1999 by and between USA Compression Partners, LP (“Lessor”) and C. J. Wofford Ind. (“Lessee”)
 - Compression Proposal and Agreement dated September 11, 2000 by and between Lessor and Lessee (*Unit 1139*)
8. Gas Compressor Equipment Master Rental Agreement dated July 1, 1999 by and between USA Compression Partners, LP (“Lessor”) and Cabot Oil & Gas Corporation (“Lessee”)
 - Gas Compressor Proposal and Agreement dated September 1, 1999 by and between Lessor and Lessee (*Unit 1137*)
9. Gas Compressor Equipment Master Rental Agreement dated November 7, 2000 by and between USA Compression Partners, LP (“Lessor”) and Calpine Natural Gas Company, LP (“Lessee”)
 - Compression Proposal and Agreement dated June 25, 2002 by and between Lessor and Lessee (*Unit 1154*)
10. Gas Compressor Equipment Master Rental Agreement dated February 25, 2004 by and between USA Compression Partners, LP (“Lessor”) and Canyon Gas Resources, LLC (“Lessee”)
 - Compression Proposal and Agreement dated February 5, 2004 by and between Lessor and Lessee (*Unit 1388*)
11. Gas Compressor Equipment Master Rental Agreement dated August 21, 2003 by and between USA Compression Partners, LP (“Lessor”) and Catalyst Energy, Inc. (“Lessee”)
 - Compression Proposal and Agreement dated August 21, 2003 by and between Lessor and Lessee (*Unit 1078*)
 - Compression Proposal and Agreement dated June 15, 2004 by and between Lessor and Lessee (*Unit 1078*)
 - Compression Proposal and Agreement dated April 6, 2004 by and between Lessor and Lessee (*Unit 1330*)
 - Compression Proposal and Agreement dated March 31, 2004 by and between Lessor and Lessee (*Unit 1359*)

12. Gas Compressor Equipment Master Rental Agreement dated October 23, 2003 by and between USA Compression Partners, LP (“Lessor”) and Chinn Exploration Company (“Lessee”)
 - Compression Proposal and Agreement dated October 23, 2003 by and between Lessor and Lessee (*Unit 1249*)

13. Gas Compressor Equipment Master Rental Agreement dated October 3, 1999 by and between USA Compression Partners, LP (“Lessor”) and Columbia Natural Resources, Inc. (“Lessee”)
 - Compression Proposal and Agreement dated August 5, 2003 by and between Lessor and Lessee (*Unit 1013*)
 - Gas Compressor Proposal and Agreement dated October 3, 1999 by and between Lessor and Lessee (*Unit 1021*)
 - Gas Compressor Proposal and Agreement dated October 3, 1999 by and between Lessor and Lessee (*Unit 1022*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1207*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1232*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1245*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1247*)
 - Gas Compressor Proposal and Agreement dated July 18, 2001 by and between Lessor and Lessee (*Unit 1248*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1250*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1271*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1272*)
 - Gas Compressor Proposal and Agreement dated August 29, 2000 by and between Lessor and Lessee (*Unit 1286*)
 - Compression Proposal and Agreement dated May 21, 2004 by and between Lessor and Lessee (*Unit 1287*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1288*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1291*)
 - Compression Proposal and Agreement dated December 31, 2003 by and between Lessor and Lessee (*Unit 1314*)
 - Compression Proposal and Agreement dated May 21, 2003 by and between Lessor and Lessee (*Unit 1315*)
 - Gas Compressor Proposal and Agreement dated August 2, 2000 by and between Lessor and Lessee (*Unit 1321*)
 - Gas Compressor Proposal and Agreement dated July 18, 2001 by and between Lessor and Lessee (*Unit 1324*)

- Compression Proposal and Agreement dated May 21, 2003 by and between Lessor and Lessee (*Unit 1349*)
14. Services Contract (Short Form) dated October 1, 2000 by and between USA Compression Partners, LP (“Contractor”) and Conoco, Inc. (“Company”)
- Equipment Lease – Letter of Agreement dated May 7, 2001 by and between Contractor and Company (*Unit 1090*)
 - Equipment Lease – Letter of Agreement dated October 1, 2000 by and between Contractor and Company (*Unit 1302*)
 - Equipment Lease – Letter of Agreement dated October 1, 2000 by and between Contractor and Company (*Unit 1303*)
 - Compression Proposal and Agreement dated July 8, 2003 by and between Contractor and Company (*Unit 1323*)
15. Gas Compressor Equipment Master Rental Agreement dated February 13, 2001 by and between USA Compression Partners, LP (“Lessor”) and Copano Field Services/South Texas, LP (“Lessee”)
- Compression Proposal and Agreement dated March 13, 2003 by and between Lessor and Lessee (*Unit 1150*)
16. Gas Compressor Equipment Master Rental Agreement dated October 30, 2002 by and between USA Compression Partners, LP (“Lessor”) and Copano Field Services/Agua Dulce, LP (“Lessee”)
- Compression Proposal and Agreement dated January 7, 2004 by and between Lessor and Lessee (*Unit 1320*)
17. Gas Compressor Equipment Master Rental Agreement dated May 13, 2004 by and between USA Compression Partners, LP (“Lessor”) and Copano Field Services/Upper Gulf Coast, LP (“Lessee”)
- Compression Proposal and Agreement dated May 13, 2004 by and between Lessor and Lessee (*Unit 1296*)
18. Gas Compressor Equipment Master Rental Agreement dated January 27, 2003 by and between USA Compression Partners, LP (“Lessor”) and Crosstex Energy Service (“Lessee”)
- Compression Proposal and Agreement dated January 27, 2003 by and between Lessor and Lessee (*Unit 1306*)
 - Compression Proposal and Agreement dated April 27, 2004 by and between Lessor and Lessee (*Unit 1316*)
 - Compression Proposal and Agreement dated May 24, 2004 by and between Lessor and Lessee (*Unit 1398*)
19. Gas Compressor Equipment Master Rental Agreement dated November 22, 1999 by and between USA Compression Partners, LP (“Lessor”) and Decker Operating Co., LLC (“Lessee”)

- Compression Proposal and Agreement dated April 29, 2002 by and between Lessor and Lessee (*Unit 1123*)
20. Gas Compressor Equipment Master Rental Agreement dated December 13, 1999 by and between USA Compression Partners, LP (“Lessor”) and Devonian Resources, Inc. (“Lessee”)
- Gas Compressor Proposal and Agreement dated December 13, 1999 by and between Lessor and Lessee (*Unit 1213*)
21. Onshore Master Service Contract dated July 30, 1999 by and between USA Compression Partners, LP (“Contractor”) and CNG Producing Company, which is a wholly-owned subsidiary of Dominion Resources, Inc. (“CNG”)
- Compression Proposal and Agreement dated July 16, 2003 by and between Contractor and Dominion E&P (*Unit 1149*)
 - Compression Proposal and Agreement dated July 16, 2003 by and between Contractor and Dominion E&P (*Unit 1244*)
 - Compression Proposal and Agreement dated June 10, 2004 by and between Contractor and Dominion E&P (*Unit 1393*)
22. Gas Compressor Equipment Master Rental Agreement dated March 31, 1999 by and between USA Compression Partners, LP (“Lessor”) and Douglas Oil & Gas, LP (“Lessee”)
- Gas Compressor Proposal and Agreement dated March 29, 1999 by and between Lessor and Lessee (*Unit 1023*)
 - Compression Proposal and Agreement dated September 12, 2003 by and between Lessor and Lessee (*Unit 1057*)
 - Gas Compressor Proposal and Agreement dated May 27, 2004 by and between Lessor and Lessee (*Unit 1058*)
23. Gas Compressor Equipment Master Rental Agreement dated May 10, 2004 by and between USA Compression Partners, LP (“Lessor”) and Duke Energy Gas Services (“Lessee”)
- Gas Compressor Proposal and Agreement dated April 25, 2004 by and between Lessor and Lessee (*Unit 1396*)
24. Gas Compressor Equipment Master Rental Agreement dated August 7, 2002 by and between USA Compression Partners, LP (“Lessor”) and Dynegy Midstream Services, LP (“Lessee”)
- Compression Proposal and Agreement dated April 29, 2002 by and between Lessor and Lessee (*Unit 1081*)
 - Compression Proposal and Agreement dated March 12, 2004 by and between Lessor and Lessee (*Unit 1148*)
 - Compression Proposal and Agreement dated May 29, 2003 by and between Lessor and Lessee (*Unit 1243*)
 - Compression Proposal and Agreement dated May 10, 2004 by and between Lessor and Lessee (*Unit 1332*)

- Compression Proposal and Agreement dated May 10, 2004 by and between Lessor and Lessee (*Unit 1401*)
25. Gas Compressor Equipment Master Rental Agreement dated March 3, 2001 by and between USA Compression Partners, LP (“Lessor”) and East Resources, Inc. (“Lessee”)
- Compression Proposal and Agreement dated November 20, 2002 by and between Lessor and Lessee (*Unit 1056*)
26. Gas Compressor Equipment Master Rental Agreement dated February 2, 2004 by and between USA Compression Partners, LP (“Lessor”) and Echo Energy, Inc. (“Lessee”)
- Compression Proposal and Agreement dated February 2, 2004 by and between Lessor and Lessee (*Unit 1395*)
27. Gas Compressor Equipment Master Rental Agreement dated September 13, 1999 by and between USA Compression Partners, LP (“Lessor”) and Coastal Oil & Gas Corporation, now known as El Paso Production Oil & Gas Company (“Lessee”)
- Compression Proposal and Agreement dated March 15, 2004 by and between Lessor and Lessee (*Unit 1048*)
 - Compression Proposal and Agreement dated January 22, 2004 by and between Lessor and Lessee (*Unit 1206*)
28. Gas Compressor Equipment Master Rental Agreement dated March 16, 2000 by and between USA Compression Partners, LP (“Lessor”) and Elkhorn Operating Company (“Lessee”)
- Gas Compressor Proposal and Agreement dated March 16, 2000 by and between Lessor and Lessee (*Unit 1217*)
29. Gas Compressor Equipment Master Rental Agreement dated May 25, 1999 by and between USA Compression Partners, LP (“Lessor”) and The Consumers Gas Company, now known as Enbridge Gas Distribution, Inc. (“Lessee”)
- Compression Proposal and Agreement dated January 7, 2004 by and between Lessor and Lessee (*Unit 1047*)
 - Compression Proposal and Agreement dated November 23, 2003 by and between Lessor and Lessee (*Unit 1233*)
30. Gas Compressor Equipment Master Rental Agreement dated December 11, 1998 by and between USA Compression Partners, LP (“Lessor”) and Somerset Oil & Gas Company, Inc., now known as EOG Resources Appalachian, LLC (“Lessee”)
- Compression Proposal and Agreement dated May 1, 2002 by and between Lessor and Lessee (*Unit 1007*)
 - Compression Proposal and Agreement dated August 2, 2001 by and between Lessor and Lessee (*Unit 1049*)
 - Compression Proposal and Agreement dated September 17, 2003 by and between Lessor and Lessee (*Unit 1099*)

- Compression Proposal and Agreement dated May 1, 2002 by and between Lessor and Lessee (*Unit 1212*)
 - Gas Compressor Proposal and Agreement dated June 1, 2001 by and between Lessor and Lessee (*Unit 1216*)
 - Compression Proposal and Agreement dated May 1, 2002 by and between Lessor and Lessee (*Unit 1279*)
31. Gas Compressor Equipment Master Rental Agreement dated March 2, 2001 by and between USA Compression Partners, LP (“Lessor”) and Stream Energy, Inc., whose obligations were assumed by Equity Oil Company (“Lessee”)
- Compression Proposal and Agreement dated June 18, 2003 by and between Lessor and Lessee (*Unit 1100*)
 - Compression Proposal and Agreement dated June 18, 2003 by and between Lessor and Lessee (*Unit 1106*)
32. Gas Compressor Equipment Master Rental Agreement dated February 8, 2001 by and between USA Compression Partners, LP (“Lessor”) and Evan Energy Company, LC (“Lessee”)
- Compression Proposal and Agreement dated October 29, 2001 by and between Lessor and Lessee (*Unit 1050*)
 - Gas Compressor Proposal and Agreement dated June 29, 2001 by and between Lessor and Lessee (*Unit 1160*)
 - Gas Compressor Proposal and Agreement dated February 8, 2001 by and between Lessor and Lessee (*Unit 1319*)
 - Gas Compressor Proposal and Agreement dated February 8, 2001 by and between Lessor and Lessee (*Unit 1327*)
33. Gas Compressor Equipment Master Rental Agreement dated April 16, 2003 by and between USA Compression Partners, LP (“Lessor”) and Exotic Oil & Gas, LLC (“Lessee”)
- Compression Proposal and Agreement dated April 16, 2003 by and between Lessor and Lessee (*Unit 1121*)
34. Gas Compressor Equipment Master Rental Agreement dated May 5, 2003 by and between USA Compression Partners, LP (“Lessor”) and Fairman Corporation (“Lessee”)
- Compression Proposal and Agreement dated May 5, 2003 by and between Lessor and Lessee (*Unit 1101*)
35. Gas Compressor Equipment Master Rental Agreement dated October 9, 2000 by and between USA Compression Partners, LP (“Lessor”) and Fayette Oil & Gas, Inc. (“Lessee”)
- Compression Proposal and Agreement dated October 9, 2000 by and between Lessor and Lessee (*Unit 1354*)
 - Compression Proposal and Agreement dated January 23, 2004 by and between Lessor and Lessee (*Unit 1390*)

36. Compression Proposal and Agreement dated February 7, 2003 by and between USA Compression Partners, LP and Gaither Petroleum Corp. (*Unit 1205*)
37. Gas Compressor Equipment Master Rental Agreement dated January 5, 2000 by and between USA Compression Partners, LP (“Lessor”) and Gold Gas Service Company (“Lessee”)
- Compression Proposal and Agreement dated May 13, 2004 by and between Lessor and Lessee (*Unit 1074*)
 - Compression Proposal and Agreement dated May 13, 2004 by and between Lessor and Lessee (*Unit 1077*)
 - Compression Proposal and Agreement dated March 7, 2003 by and between Lessor and Lessee (*Unit 1079*)
 - Compression Proposal and Agreement dated March 30, 2004 by and between Lessor and Lessee (*Unit 1086*)
 - Compression Proposal and Agreement dated March 30, 2004 by and between Lessor and Lessee (*Unit 1105*)
 - Compression Proposal and Agreement dated November 18, 2002 by and between Lessor and Lessee (*Unit 1259*)
38. Gas Compressor Equipment Master Rental Agreement dated November 22, 1999 by and between USA Compression Partners, LP (“Lessor”) and Great Lakes Energy Partners, LLC (“Lessee”)
- Gas Compressor Proposal and Agreement dated April 5, 1999 by and between Lessor and Lessee (*Unit 1002*)
 - Gas Compressor Proposal and Agreement dated April 5, 1999 by and between Lessor and Lessee (*Unit 1027*)
 - Gas Compressor Proposal and Agreement dated April 5, 1999 by and between Lessor and Lessee (*Unit 1028*)
 - Gas Compressor Proposal and Agreement dated April 5, 1999 by and between Lessor and Lessee (*Unit 1029*)
 - Gas Compressor Proposal and Agreement dated December 4, 2000 by and between Lessor and Lessee (*Unit 1030*)
 - Gas Compressor Proposal and Agreement dated April 5, 1999 by and between Lessor and Lessee (*Unit 1031*)
 - Gas Compressor Proposal and Agreement dated April 5, 1999 by and between Lessor and Lessee (*Unit 1032*)
 - Gas Compressor Proposal and Agreement dated November 11, 2000 by and between Lessor and Lessee (*Unit 1038*)
 - Gas Compressor Proposal and Agreement dated July 28, 2000 by and between Lessor and Lessee (*Unit 1131*)
 - Gas Compressor Proposal and Agreement dated July 28, 2000 by and between Lessor and Lessee (*Unit 1141*)
 - Compression Proposal and Agreement dated June 28, 2002 by and between Lessor and Lessee (*Unit 1147*)
 - Gas Compressor Proposal and Agreement dated May 12, 2000 by and between Lessor and Lessee (*Unit 1239*)
 - Gas Compressor Proposal and Agreement dated May 12, 2000 by and between Lessor and Lessee (*Unit 1240*)

- Gas Compressor Proposal and Agreement dated May 12, 2000 by and between Lessor and Lessee (*Unit 1241*)
 - Gas Compressor Proposal and Agreement dated May 12, 2000 by and between Lessor and Lessee (*Unit 1242*)
 - Gas Compressor Proposal and Agreement dated July 28, 2000 by and between Lessor and Lessee (*Unit 1266*)
 - Gas Compressor Proposal and Agreement dated October 2, 2000 by and between Lessor and Lessee (*Unit 1267*)
 - Compression Proposal and Agreement dated June 30, 2004 by and between Lessor and Lessee (*Unit 1281*)
 - Gas Compressor Proposal and Agreement dated July 28, 2000 by and between Lessor and Lessee (*Unit 1297*)
 - Gas Compressor Proposal and Agreement dated December 21, 2000 by and between Lessor and Lessee (*Unit 1317*)
 - Compression Proposal and Agreement dated August 8, 2003 by and between Lessor and Lessee (*Unit 1338*)
 - Compression Proposal and Agreement dated August 10, 2003 by and between Lessor and Lessee (*Unit 1351*)
 - Gas Compressor Proposal and Agreement dated November 20, 2000 by and between Lessor and Lessee (*Unit 1355*)
 - Gas Compressor Proposal and Agreement dated November 15, 2000 by and between Lessor and Lessee (*Unit 1357*)
 - Gas Compressor Proposal and Agreement dated November 15, 2000 by and between Lessor and Lessee (*Unit 1365*)
 - Compression Proposal and Agreement dated August 28, 2003 by and between Lessor and Lessee (*Unit 1366*)
 - Compression Proposal and Agreement dated September 21, 2003 by and between Lessor and Lessee (*Unit 1389*)
39. Gas Compressor Equipment Master Rental Agreement dated January 29, 2003 by and between USA Compression Partners, LP (“Lessor”) and Great Oak Energy, Inc. (“Lessee”)
- Compression Proposal and Agreement dated January 29, 2003 by and between Lessor and Lessee (*Unit 1214*)
40. Gas Compressor Equipment Master Rental Agreement dated May 22, 2001 by and between USA Compression Partners, LP (“Lessor”) and Greentree Gas & Oil, Ltd. (“Lessee”)
- Gas Compressor Proposal and Agreement dated May 6, 2004 by and between Lessor and Lessee (*Unit 1034*)
 - Compression Proposal and Agreement dated May 22, 2001 by and between Lessor and Lessee (*Unit 1138*)
41. Gas Compressor Equipment Master Rental Agreement dated January 23, 2001 by and between USA Compression Partners, LP (“Lessor”) and Harrison Interests, Ltd. (“Lessee”)
- Compression Proposal and Agreement dated January 28, 2002 by and between Lessor and Lessee (*Unit 1114*)

- Compression Proposal and Agreement dated May 25, 2001 by and between Lessor and Lessee (*Unit 1161*)
 - Compression Proposal and Agreement dated November 27, 2001 by and between Lessor and Lessee (*Unit 1310*)
42. Master Service Agreement (Including Well Services) dated May 10, 2004 by and between USA Compression Partners, LP (“Contractor”) and Kerr-McGee Oil & Gas Corporation (“Company”)
- Compression Proposal and Agreement dated July 7, 2004 by and between Lessor and Lessee (*Unit 1363*)
 - Compression Proposal and Agreement dated July 7, 2004 by and between Lessor and Lessee (*Unit 1397*)
 - Compression Proposal and Agreement dated Jun 25, 2004 by and between Lessor and Lessee (*Unit 1402*)
43. Gas Compressor Equipment Master Rental Agreement dated November 21, 2003 by and between USA Compression Partners, LP (“Lessor”) and Linn Operating, LLC (“Lessee”)
- Compression Proposal and Agreement dated February 10, 2004 by and between Lessor and Lessee (*Unit 1073*)
 - Compression Proposal and Agreement dated November 21, 2003 by and between Lessor and Lessee (*Unit 1124*)
 - Compression Proposal and Agreement dated June 15, 2004 by and between Lessor and Lessee (*Unit 1253*)
44. Gas Compressor Equipment Master Rental Agreement dated March 29, 2001 by and between USA Compression Partners, LP (“Lessor”) and M&M Royalty, Ltd. (“Lessee”)
- Compression Proposal and Agreement dated April 16, 2002 by and between Lessor and Lessee (*Unit 1010*)
 - Compression Proposal and Agreement dated August 22, 2002 by and between Lessor and Lessee (*Unit 1015*)
 - Compression Proposal and Agreement dated September 5, 2003 by and between Lessor and Lessee (*Unit 1075*)
 - Compression Proposal and Agreement dated September 5, 2003 by and between Lessor and Lessee (*Unit 1092*)
 - Compression Proposal and Agreement dated June 27, 2002 by and between Lessor and Lessee (*Unit 1097*)
 - Compression Proposal and Agreement dated September 5, 2003 by and between Lessor and Lessee (*Unit 1289*)
 - Compression Proposal and Agreement dated July 4, 2004 by and between Lessor and Lessee (*Unit 1360*)
 - Compression Proposal and Agreement dated December 1, 2002 by and between Lessor and Lessee (*Unit 1370*)
45. Gas Compressor Equipment Master Rental Agreement dated November 2, 2001 by and between USA Compression Partners, LP (“Lessor”) and Maguire Oil Company (“Lessee”)

- Compression Proposal and Agreement dated May 6, 2003 by and between Lessor and Lessee (*Unit 1014*)
- 46. Gas Compressor Equipment Master Rental Agreement dated December 4, 1998 by and between USA Compression Partners, LP (“Lessor”) and Pinnacle Natural Gas, now known as Markwest Pinnacle, LP (“Lessee”)
 - Compression Proposal and Agreement dated March 5, 2004 by and between Lessor and Lessee (*Unit 1084*)
- 47. Compression Proposal and Agreement dated March 12, 2004 by and between USA Compression Partners, LP and Markwest Western Oklahoma Gas Company, LLC (*Unit 1391*)
- 48. Gas Compressor Equipment Master Rental Agreement dated June 25, 2003 by and between USA Compression Partners, LP (“Lessor”) and Martin Regan Cox & Co., Inc. (“Lessee”)
 - Compression Proposal and Agreement dated June 6, 2003 by and between Lessor and Lessee (*Unit 1094*)
 - Compression Proposal and Agreement dated June 23, 2003 by and between Lessor and Lessee (*Unit 1299*)
- 49. Gas Compressor Equipment Master Rental Agreement dated May 15, 2004 by and between USA Compression Partners, LP (“Lessor”) and Meadow Ridge Development, LLC (“Lessee”)
 - Compression Proposal and Agreement dated May 15, 2004 by and between Lessor and Lessee (*Unit 1011*)
- 50. Gas Compressor Equipment Master Rental Agreement dated October 23, 2003 by and between USA Compression Partners, LP (“Lessor”) and Mid East Gas Gathering (“Lessee”)
 - Compression Proposal and Agreement dated October 23, 2003 by and between Lessor and Lessee (*Unit 1387*)
- 51. Gas Compressor Equipment Master Rental Agreement dated May 1, 1999 by and between USA Compression Partners, LP (“Lessor”) and MSL Oil & Gas (“Lessee”)
 - Gas Compression Proposal and Agreement dated May 21, 1999 by and between Lessor and Lessee (*Unit 1017*)
 - Gas Compression Proposal and Agreement dated May 21, 1999 by and between Lessor and Lessee (*Unit 1018*)
 - Gas Compression Proposal and Agreement dated May 21, 1999 by and between Lessor and Lessee (*Unit 1019*)
 - Gas Compression Proposal and Agreement dated May 5, 1999 by and between Lessor and Lessee (*Unit 1020*)
 - Gas Compression Proposal and Agreement dated July 20, 2000 by and between Lessor and Lessee (*Unit 1276*)

52. Gas Compressor Equipment Master Rental Agreement dated April 30, 2004 by and between USA Compression Partners, LP (“Lessor”) and North Coast Gas Transmissions, LLC (“Lessee”)
- Compression Proposal and Agreement dated May 1, 2004 by and between Lessor and Lessee (*Unit 1257*)
53. Gas Compressor Equipment Master Rental Agreement dated July 7, 2001 by and between USA Compression Partners, LP (“Lessor”) and Oil & Gas Management, Inc. (“Lessee”)
- Gas Compression Proposal and Agreement dated November 22, 2000 by and between Lessor and Lessee (*Unit 1129*)
 - Compression Proposal and Agreement dated October 17, 2003 by and between Lessor and Lessee (*Unit 1268*)
54. Gas Compressor Equipment Master Rental Agreement dated January 9, 2003 by and between USA Compression Partners, LP (“Lessor”) and Penn West Development Company (“Lessee”)
- Compression Proposal and Agreement dated January 9, 2003 by and between Lessor and Lessee (*Unit 1384*)
55. Gas Compressor Equipment Master Rental Agreement dated December 11, 1999 by and between USA Compression Partners, LP (“Lessor”) and Pentex Energy, Inc. (“Lessee”)
- Compression Proposal and Agreement dated January 2, 2001 by and between Lessor and Lessee (*Unit 1003*)
 - Compression Proposal and Agreement dated May 19, 1999 by and between Lessor and Lessee (*Unit 1035*)
56. Gas Compressor Equipment Master Rental Agreement dated September 24, 2001 by and between USA Compression Partners, LP (“Lessor”) and CMS Oil & Gas, now known as Perenco, LLC (“Lessee”)
- Compression Proposal and Agreement dated December 23, 2002 by and between Lessor and Lessee (*Unit 1221*)
 - Compression Proposal and Agreement dated August 3, 2001 by and between Lessor and Lessee (*Unit 1322*)
57. Gas Compressor Equipment Master Rental Agreement dated September 15, 1999 by and between USA Compression Partners, LP (“Lessor”) and R. B. Robertson & Son Gas and Oil Co. (“Lessee”)
- Gas Compressor Proposal and Agreement dated October 31, 2000 by and between Lessor and Lessee (*Unit 1039*)
58. Gas Compressor Equipment Master Rental Agreement dated March 23, 2001 by and between USA Compression Partners, LP (“Lessor”) and Rubin Resources, Inc. (“Lessee”)

- Compression Proposal and Agreement dated October 5, 2001 by and between Lessor and Lessee (*Unit 1051*)
59. Gas Compressor Equipment Master Rental Agreement dated August 2, 2000 by and between USA Compression Partners, LP (“Lessor”) and S & D Energy (“Lessee”)
- Gas Compressor Proposal and Agreement dated March 1, 2000 by and between Lessor and Lessee (*Unit 1037*)
 - Gas Compressor Proposal and Agreement dated November 1, 2000 by and between Lessor and Lessee (*Unit 1041*)
 - Compression Proposal and Agreement dated May 1, 2000 by and between Lessor and Lessee (*Unit 1215*)
 - Gas Compressor Proposal and Agreement dated July 9, 2001 by and between Lessor and Lessee (*Unit 1328*)
60. Gas Compressor Equipment Master Rental Agreement dated October 6, 2000 by and between USA Compression Partners, LP (“Lessor”) and Scissor Tail Energy, LLC (“Lessee”)
- Compression Proposal and Agreement dated March 17, 2004 by and between Lessor and Lessee (*Unit 1144*)
 - Compression Proposal and Agreement dated March 17, 2004 by and between Lessor and Lessee (*Unit 1309*)
 - Compression Proposal and Agreement dated June 19, 2004 by and between Lessor and Lessee (*Unit 1400*)
61. Gas Compressor Equipment Master Rental Agreement dated August 18, 2000 by and between USA Compression Partners, LP (“Lessor”) and Seminole Gas Company, LLC (“Lessee”)
- Compression Proposal and Agreement dated September 9, 2003 by and between Lessor and Lessee (*Unit 1246*)
 - Compression Proposal and Agreement dated March 3, 2003 by and between Lessor and Lessee (*Unit 1341*)
62. Gas Compressor Equipment Master Rental Agreement dated October 7, 1999 by and between USA Compression Partners, LP (“Lessor”) and Cambridge Gas Corporation, now ShiningBank Energy, Ltd. (“Lessee”)
- Compression Proposal and Agreement dated February 1, 2004 by and between Lessor and Lessee (*Unit 1135*)
63. Gas Compressor Equipment Master Rental Agreement dated May 1, 2000 by and between USA Compression Partners, LP (“Lessor”) and Snyder Brothers, Inc. (“Lessee”)
- Gas Compressor Proposal and Agreement dated May 1, 2000 by and between Lessor and Lessee (*Unit 1162*)
 - Compression Proposal and Agreement dated May 8, 2002 by and between Lessor and Lessee (*Unit 1379*)

64. Gas Compressor Equipment Master Rental Agreement dated October 26, 2000 by and between USA Compression Partners, LP ("Lessor") and Somerset Gas Transmissions Company, LLC ("Lessee")
- Gas Compressor Proposal and Agreement dated October 26, 2000 by and between Lessor and Lessee (*Unit 1095*)
 - Gas Compressor Proposal and Agreement dated October 26, 2000 by and between Lessor and Lessee (*Unit 1098*)
 - Compression Proposal and Agreement dated September 11, 2002 by and between Lessor and Lessee (*Unit 1151*)
 - Compression Proposal and Agreement dated September 11, 2002 by and between Lessor and Lessee (*Unit 1152*)
 - Compression Proposal and Agreement dated September 11, 2002 by and between Lessor and Lessee (*Unit 1258*)
 - Compression Proposal and Agreement dated September 11, 2002 by and between Lessor and Lessee (*Unit 1331*)
65. Gas Compressor Equipment Master Rental Agreement dated August 15, 2000 by and between USA Compression Partners, LP ("Lessor") and St. Mary Land & Exploration Company ("Lessee")
- Compression Proposal and Agreement dated October 16, 2003 by and between Lessor and Lessee (*Unit 1044*)
 - Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1109*)
 - Compression Proposal and Agreement dated March 21, 2003 by and between Lessor and Lessee (*Unit 1153*)
 - Compression Proposal and Agreement dated March 10, 2004 by and between Lessor and Lessee (*Unit 1159*)
 - Compression Proposal and Agreement dated March 10, 2004 by and between Lessor and Lessee (*Unit 1282*)
 - Compression Proposal and Agreement dated March 10, 2004 by and between Lessor and Lessee (*Unit 1283*)
 - Compression Proposal and Agreement dated March 10, 2004 by and between Lessor and Lessee (*Unit 1284*)
 - Compression Proposal and Agreement dated October 9, 2002 by and between Lessor and Lessee (*Unit 1339*)
 - Compression Proposal and Agreement dated September 29, 2003 by and between Lessor and Lessee (*Unit 1347*)
 - Compression Proposal and Agreement dated March 10, 2004 by and between Lessor and Lessee (*Unit 1356*)
66. Gas Compressor Equipment Master Rental Agreement dated April 27, 2004 by and between USA Compression Partners, LP ("Lessor") and Tag Team Resources, LLC ("Lessee")
- Compression Proposal and Agreement dated April 22, 2004 by and between Lessor and Lessee (*Unit 1071*)

67. Gas Compressor Equipment Master Rental Agreement dated November 21, 2003 by and between USA Compression Partners, LP ("Lessor") and Tom Brown, Inc. ("Lessee")
- Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1146*)
 - Compression Proposal and Agreement dated February 27, 2004 by and between Lessor and Lessee (*Unit 1304*)
 - Compression Proposal and Agreement dated March 30, 2004 by and between Lessor and Lessee (*Unit 1312*)
 - Compression Proposal and Agreement dated February 27, 2004 by and between Lessor and Lessee (*Unit 1318*)
 - Compression Proposal and Agreement dated February 2, 2004 by and between Lessor and Lessee (*Unit 1337*)
 - Compression Proposal and Agreement dated May 11, 2004 by and between Lessor and Lessee (*Unit 1348*)
 - Compression Proposal and Agreement dated March 23, 2004 by and between Lessor and Lessee (*Unit 1350*)
 - Compression Proposal and Agreement dated May 11, 2004 by and between Lessor and Lessee (*Unit 1399*)
68. Gas Compressor Equipment Master Rental Agreement dated May 13, 2002 by and between USA Compression Partners, LP ("Lessor") and Transpectco I ("Lessee")
- Compression Proposal and Agreement dated November 6, 2003 by and between Lessor and Lessee (*Unit 1265*)
69. Gas Compressor Equipment Master Rental Agreement dated January 13, 2004 by and between USA Compression Partners, LP ("Lessor") and Turm Oil, Inc. ("Lessee")
- Compression Proposal and Agreement dated January 13, 2004 by and between Lessor and Lessee (*Unit 1280*)
70. Compression Proposal and Agreement dated November 5, 2003 by and between USA Compression Partners, LP and United Resources, LP ("Lessee") (*Unit 1346*)
71. Gas Compressor Equipment Master Rental Agreement dated May 11, 2000 by and between USA Compression Partners, LP ("Lessor") and Vineyard Oil & Gas Company ("Lessee")
- Gas Compressor Proposal and Agreement dated May 11, 2000 by and between Lessor and Lessee (*Unit 1236*)
 - Gas Compressor Proposal and Agreement dated May 11, 2000 by and between Lessor and Lessee (*Unit 1237*)
72. Gas Compressor Equipment Master Rental Agreement dated February 1, 1999 by and between USA Compression Partners, LP ("Lessor") and Vista Resources ("Lessee")
- Gas Compressor Proposal and Agreement dated December 4, 2000 by and between Lessor and Lessee (*Unit 1009*)

- Gas Compressor Proposal and Agreement dated December 4, 2000 by and between Lessor and Lessee (*Unit 1052*)
 - Compression Proposal and Agreement dated September 26, 2001 by and between Lessor and Lessee (*Unit 1113*)
 - Gas Compressor Proposal and Agreement dated June 27, 2000 by and between Lessor and Lessee (*Unit 1251*)
 - Gas Compressor Proposal and Agreement dated July 28, 2003 by and between Lessor and Lessee (*Unit 1254*)
73. Gas Compressor Equipment Master Rental Agreement dated October 17, 2002 by and between USA Compression Partners, LP (“Lessor”) and Copano Webb/Duval Pipeline, Inc., as Managing General Partner of Webb/Duval Gatherers (“Lessee”)
- Compression Proposal and Agreement dated June 3, 2004 by and between Lessor and Lessee (*Unit 1364*)
74. Amended Gas Compressor Equipment Master Rental Agreement dated April 4, 2002 by and between USA Compression Partners, LP (“Lessor”) and Western Gas Resources, Inc. (“Lessee”)
- Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1060*)
 - Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1061*)
 - Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1063*)
 - Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1064*)
 - Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1066*)
 - Compression Proposal and Agreement dated December 10, 2003 by and between Lessor and Lessee (*Unit 1070*)
 - Compression Proposal and Agreement dated April 10, 2002 by and between Lessor and Lessee (*Unit 1076*)
75. Gas Compressor Equipment Master Rental Agreement dated August 16, 2000 by and between USA Compression Partners, LP (“Lessor”) and Whiting Petroleum Corporation (“Lessee”)
- Compression Proposal and Agreement dated December 1, 2003 by and between Lessor and Lessee (*Unit 1369*)
76. Gas Compressor Equipment Master Rental Agreement dated August 26, 1999 by and between USA Compression Partners, LP (“Lessor”) and Cross Timbers Operating Company, now known as XTO Energy, Inc. (“Lessee”)
- Compression Proposal and Agreement dated February 24, 2004 by and between Lessor and Lessee (*Unit 1140*)

- Compression Proposal and Agreement dated April 6, 2004 by and between Lessor and Lessee (*Unit 1143*)
77. Gas Compressor Equipment Master Rental Agreement dated December 1, 2003 by and between USA Compression Partners, LP (“Lessor”) and Yale Oil Association, Inc. (“Lessee”)
- Compression Proposal and Agreement dated December 1, 2003 by and between Lessor and Lessee (*Unit 1270*)

EXHIBIT D

(See Section 3.10 and 3.11 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS**PATENTS**

Patent Description	Patent Number	Issue Date
None.		

PATENT APPLICATIONS

Patent Application	Application Filing Date	Application Serial Number
None.		

TRADEMARKS

Trademark	Registration Date	Registration Number
CompresSmart®	January 15, 2002	2,529,144

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
None.		

COPYRIGHTS

Copyright	Registration Date	Registration Number
None.		

COPYRIGHT APPLICATIONS

Copyright Application	Application Filing Date	Application Serial Number
None.		

INTELLECTUAL PROPERTY LICENSES

Name of Agreement	Date of Agreement	Parties to Agreement
USA Compression and Great Plains Dynamics Business Solutions Proposal	3/28/00	Micro Accounting Solutions, Inc. (Representing Great Plains) and USA Compression Partners, LP
Maintenance or Enhancement Renewal Order	Renewed 11/6/03	ePartners, Inc. (Representing Great Plains) and USA Compression Partners, LP

EXHIBIT E
(See Section 3.11 of Security Agreement)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

<u>Vehicle</u>	<u>State of Registration</u>	<u>Vehicle Identification Number (VIN)</u>
#201 – 1999 Ford F350	Pennsylvania	1FDSX35S5XEC71290
#205 – 2000 Ford F350	Pennsylvania	1FDSX35F3YEA94730
#206 – 2000 Ford F250	Pennsylvania	1FTNX21L7YEA97962
#207 – 2000 Ford F350	Pennsylvania	1FDWF37F3YED01473
#208 – 2000 Ford F350	Pennsylvania	1FDWF37F7YEC75816
#209 – 2000 Ford F350	Pennsylvania	1FDWF37F3YEE02433
#210 – 2003 Ford F250 4x4	Kentucky	1FTNX21S83EA87568
#211 – 2003 Ford F350	Pennsylvania	1FDSX35SX3ED49024
#212 – 2003 Ford F350	Pennsylvania	1FDSX35S73ED34125
#213 – 2003 Ford F350	Pennsylvania	1FDSX35S74EB04926
#214 – 2003 Ford F350	Pennsylvania	1FDSX35S24EB04932
#202 – 1999 Ford F250	Texas	1FDNX21L1XED12908
#301 – 2002 Ford F350	Texas	1FDWF36F52EC59932
#302 – 2004 Ford F250	Oklahoma	1FTNX21P64EB40488
#303 – 2002 Dodge Ram 2500	Texas	3B7KF23652M273955
#401 – 1999 Ford F250 4x4	Texas	1FTNW2F5XEE76986
#402 – 2001 Ford F150	Texas	1FTRX18L21KA27603
#501 – 2000 Ford F350	Texas	1FDWF37S4YEC21032
#601 – 2000 Ford F150	Texas	1FTRX18LXYKB43254
#701 – 2000 Ford F150	Texas	1FTRX17L1YNC01316

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

Description	Registration Number
None.	

EXHIBIT F
(See Section 3.11 of Security Agreement)

FIXTURES

I. Legal description, county and street address of property on which Fixtures are located: None.

II. Name and Address of Record Owner:

EXHIBIT G
(Intentionally Omitted)

EXHIBIT H
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

State of Texas.

EXHIBIT I
(See Section 4.4 and 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated _____ is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Security Agreement, dated July 20, 2004, between the undersigned, as the Grantor, and Bank One, NA, as the Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement. The undersigned hereby pledges, assigns, and grants to the Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in the Collateral listed on Schedule I to this Amendment to secure all Secured Obligations referred to in said Security Agreement.

USA COMPRESSION PARTNERS, LP

By: Darr Oilfield Services, Inc.
its general partner

By: _____
Name: _____
Title: _____

SCHEDULE I TO AMENDMENT

EXHIBIT J
(See "Assigned Contracts" Definition)

ASSIGNED CONTRACTS

EXHIBIT K
(See "Commercial Tort Claims" Definition)

COMMERCIAL TORT CLAIMS

None.