

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **January 6, 2015**

USA Compression Partners, LP

(Exact Name of registrant as specified in charter)

Delaware
(State or other
jurisdiction of
incorporation)

1-35779
(Commission File
Number)

75-2771546
(IRS Employer
Identification No.)

100 Congress Avenue
Suite 450
Austin, TX
(Address of principal executive offices)

78701
(Zip Code)

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

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02. Results of Operations and Financial Conditions.

On January 6, 2015, USA Compression Partners, LP (the "Partnership") issued a press release with respect to its financial and operating results for the fourth quarter of 2014. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

In accordance with General Instruction B.2 of Form 8-K, the information in this Item 2.02, including Exhibit 99.1, shall not be deemed "filed" for the purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall such information, including Exhibit 99.1, be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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

On January 6, 2015, the Partnership entered into a Second Amendment (the "Second Amendment") to its Fifth Amended and Restated Credit Agreement, dated as of December 13, 2013, by and among the Partnership, as guarantor, USA Compression Partners, LLC ("Operating Subsidiary"), USAC Leasing, LLC ("Leasing Subsidiary"), USAC OpCo 2, LLC ("OpCo 2") and USAC Leasing 2, LLC ("Leasing 2" and, together with the Partnership, Operating Subsidiary, Leasing Subsidiary and OpCo 2, the "Loan Parties"), as borrowers, the lenders party thereto and JPMorgan Chase Bank, N.A., as agent for the lenders (the "Agent") and as LC Issuer (as defined therein) (as amended from time to time, the "Credit Agreement").

The Second Amendment amended the Credit Agreement to, among other things, (i) increase the borrowing capacity from \$850.0 million to \$1,100.0 million (subject to availability under a borrowing base), (ii) extend the termination date (and the maturity date of the obligations thereunder) from December 13, 2018 to January 6, 2020, (iii) subject to the terms of the Credit Agreement, permit up to \$200.0 million of future increases in borrowing capacity, (iv) modify the leverage ratio covenant to be (A) 5.95 to 1.0 through the end of the fiscal quarter ending June 30, 2015, (B) 5.50 to 1.0 through the end of the fiscal quarter ending June 30, 2016 and (C) 5.00 to 1.0 thereafter, and (v) amend certain other provisions of the Credit Agreement, all as more fully set forth in the Second Amendment.

As of the close of business on January 6, 2015, the Loan Parties had approximately \$601.5 million of outstanding borrowings and no outstanding letters of credit under the Credit Agreement. Amounts borrowed and repaid under the Credit Agreement may be re-borrowed.

In connection with entering into the Second Amendment, the Partnership paid certain upfront fees and amendment fees to the lenders party thereto and paid certain arrangement fees to the arranger of the Second Amendment.

The disclosure contained in this Item 2.03 does not purport to be a complete description of the Second Amendment and is qualified in its entirety by reference to the Second Amendment which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Second Amendment to the Fifth Amended and Restated Credit Agreement, dated as of January 6, 2015, by and among USA Compression Partners, LP, as guarantor, USA Compression Partners, LLC, USAC Leasing, LLC, USAC OpCo 2, LLC and USAC Leasing 2, LLC, as borrowers, the lenders party thereto and JPMorgan Chase Bank, N.A., as agent and LC issuer |
| 99.1 | Press release dated January 6, 2015, "USA Compression Announces Upsized Revolving Credit Facility; Increased Capacity of \$1.1 Billion and Maturity Extension; Year-End Operational Update Positive; Reaffirming High End of 2014 Guidance" |

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SIGNATURE

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

USA COMPRESSION PARTNERS, LP

By: USA Compression GP, LLC,
its General Partner

By: /s/ J. Gregory Holloway
J. Gregory Holloway
Vice President, General Counsel and Secretary

Dated January 9, 2015

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EXHIBIT INDEX

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**SECOND AMENDMENT TO FIFTH
AMENDED AND RESTATED CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") dated as of January 6, 2015 (the "Second Amendment Closing Date") among **USA COMPRESSION PARTNERS, LP**, a Delaware limited partnership ("Holdings"), **USA COMPRESSION PARTNERS, LLC**, a Delaware limited liability company ("USA Compression Partners"), **USAC LEASING, LLC**, a Delaware limited liability company ("USAC Leasing"), **USAC OPCO 2, LLC**, a Texas limited liability company ("USAC OpCo 2") and **USAC LEASING 2, LLC**, a Texas limited liability company ("USAC Leasing 2") and together with USA Compression Partners, USAC Leasing and USAC OpCo 2, jointly and severally, the "Borrower"; and **JPMORGAN CHASE BANK, N.A.**, a national banking association, for itself, as an LC Issuer and Lender, and as agent for Lenders (in such capacity, the "Agent") and the other Lenders signatory hereto.

RECITALS:

WHEREAS, Holdings, each Borrower, Agent and Lenders are parties to that certain Fifth Amended and Restated Credit Agreement dated as of December 13, 2013 (as amended from time to time, prior to the date hereof, including, without limitation, pursuant to that certain Limited Consent, Amendment and Subordination letter agreement among Holdings, the Borrower, the Agent and the Lenders signatory thereto, the "Credit Agreement");

WHEREAS, the parties desire to amend the Credit Agreement as further set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1: Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Credit Agreement, as amended hereby.

SECTION 2: Amendments to Credit Agreement.

(a) Amendments to Article I of the Credit Agreement. Effective as of the Second Amendment Closing Date, the following defined terms in Article I of the Credit Agreement are hereby amended and restated to read as follows:

““Aggregate Commitment” means the aggregate of the Commitments of all the Lenders, as reduced from time to time pursuant to the terms hereof, which Aggregate Commitment shall on the Second Amendment Closing Date be in the amount of \$1,100,000,000, which may be subsequently increased pursuant to the terms and conditions set forth herein, by an amount up to \$200,000,000 as a result of the occurrence of a Commitment Adjustment Event.”

““Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds

Effective Rate in effect on such day, plus one-half of one percent (0.5%), and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day), plus one percent (1%) (without any rounding), provided, that, the Adjusted LIBOR Rate for any day shall be based on the LIBO Rate at approximately 11:00 a.m. London time on such day, subject to the interest rate floors set forth therein. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 3.3 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.”

““Banking Services Obligations” means any and all obligations of the Loan Parties and their Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.”

““Facility Termination Date” means January 6, 2020 or any earlier date on which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms hereof.”

““Fee Letter” means, collectively, (a) that certain Fee Letter, dated as of December 13, 2013, by and among Borrower and Agent and (b) that certain Fee Letter, dated as of December 12, 2014, by and among the Loan Parties and Agent, in each case, as the same may be further amended, restated or otherwise modified from time to time.”

““LIBO Rate” means, with respect to any Eurodollar Borrowing for any applicable Interest Period or for any ABR Borrowing, the London interbank offered rate administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars) for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as shall be selected by the Agent in its reasonable discretion (in each case, the "LIBO Screen Rate") at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided, that, (x) if the LIBOR Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement and (y) if the LIBO Screen Rate shall not be available at such time for a period equal in length to such Interest Period (an "Impacted Interest Period"), then the LIBO Rate shall be the Interpolated Rate at such time, subject to Section 3.3 in the event that the Agent shall conclude that it shall not be

possible to determine such Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error); provided, further, that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Notwithstanding the above, to the extent that “LIBO Rate” or “Adjusted LIBO Rate” is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of Alternate Base Rate.”

““Loan Parties” means, collectively, Holdings, USAC OpCo 2, USA Leasing 2, the Borrower, the Borrower’s Subsidiaries and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and their successors and assigns, and the term “Loan Party” shall mean any one of them or all of them individually, as the context may require.”

““Sanctioned Country” means, at any time, a country or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Sudan and Syria).”

““Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom.”

““Second Amendment Closing Date” means January 6, 2015.”

(b) Amendments to the definition of “Eligible Accounts” set forth in Article I of the Credit Agreement. Effective as of the Second Amendment Closing Date:

(i) Clause (l) of the definition of “Eligible Accounts” set forth in Article I of the Credit Agreement is hereby amended by adding the phrase “or the District of Columbia,” immediately following the phrase “, any state of the US,”.

(ii) Clause (t) of the definition of “Eligible Accounts” set forth in Article I of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(t) which is owed by an Account Debtor (i) located in any jurisdiction which requires filing of a “Notice of Business Activities Report” or other similar report in order to permit the Borrower to seek judicial enforcement in such jurisdiction of payment of such Account, unless the Borrower has filed such report or is qualified to do business in such jurisdiction or (ii) which is a Sanctioned Person;”

(c) Amendment to the definition of “Eligible Inventory” set forth in Article I of the Credit Agreement. Effective as of the Second Amendment Closing Date, the definition of

“Eligible Inventory” set forth in Article I of the Credit Agreement is hereby amended by inserting the following phrase as clause (p) and re-labelling the existing clause (p) as clause (q):

“(p) which has been acquired from a Sanctioned Person; or”

(d) Amendment to the definition of “Federal Funds Effective Rate” set forth in Article I of the Credit Agreement. Effective as of the Second Amendment Closing Date, the definition of “Federal Funds Effective Rate” set forth in Article I of the Credit Agreement is hereby amended by adding the following phrase to the end thereof:

“provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.”

(e) Amendment to the definition of “Interpolated Rate” set forth in Article I of the Credit Agreement. Effective as of the Second Amendment Closing Date, the definition of “Interpolated Rate” set forth in Article I of the Credit Agreement is hereby amended by deleting the phrase “upward to four decimal places” and replacing it with the phrase “to the same number of decimal places as the LIBO Screen Rate”.

(f) Additions to Article I of the Credit Agreement. Effective as of the Second Amendment Closing Date, the following defined term is added to Article I of the Credit Agreement in alphabetical order:

““Flood Laws” has the meaning assigned to such term in Section 10.17.”

(g) Amendments to Section 2.1.1(a) of the Credit Agreement. Effective as of the Second Amendment Closing Date:

(i) Section 2.1.1(a)(i) of the Credit Agreement is hereby amended to add the phrase “(and not jointly)” after the word “severally”.

(ii) Section 2.1.1(a)(ii) of the Credit Agreement is hereby amended and restated to read as follows:

“(ii) Increase in Aggregate Commitment. After the Closing Date, in the event that a Lender desires to increase its Commitment, or a bank or other entity that is not a Lender desires to become a Lender and provide an additional Commitment hereunder, and so long as no Default or Unmatured Default shall have occurred and be continuing and with the prior written consent of Agent, the Borrower shall have the right from time to time prior to the Facility Termination Date upon not less than thirty (30) days’ prior written notice to Agent to increase the Aggregate Commitment by an aggregate amount of up to \$200,000,000 (subject to the terms and conditions set forth herein, “Commitment Adjustment Event”); provided, that in no event shall the Aggregate

Commitment be increased to an amount greater than \$1,300,000,000; provided, further, that:

(h) Amendment to Section 2.1.2(a) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 2.1.2(a) of the Credit Agreement is hereby amended by adding the following at the end thereof:

“Notwithstanding anything herein to the contrary, the LC Issuer shall have no obligation hereunder to issue, and shall not issue, any Facility LC (i) the proceeds of which would be made available to any Person (A) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions or (B) in any manner that would result in a violation of any Sanctions by any party to this Agreement, (ii) if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the LC Issuer from issuing such Facility LC, or any applicable law relating to the LC Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the LC Issuer shall prohibit, or request that the LC Issuer refrain from, the issuance of letters of credit generally or such Facility LC in particular or shall impose upon the LC Issuer with respect to such Facility LC any restriction, reserve or capital requirement (for which the LC Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the LC Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the LC Issuer in good faith deems material to it, or (iii) if the issuance of such Facility LC would violate one or more policies of the LC Issuer applicable to letters of credit generally; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed not to be in effect on the Closing Date for purposes of clause (ii) above, regardless of the date enacted, adopted, issued or implemented.”

(i) Amendment to Section 2.15(a) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 2.15(a) of the Credit Agreement is hereby amended by deleting the reference to “(B)” and replacing it with a reference to “(ii)”.

(j) Amendment to Section 2.22(c) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 2.22(c) of the Credit Agreement is hereby amended

by deleting the phrase “paragraphs (i) and (ii)” and replacing it with the phrase “paragraphs (a) and (b)”.

(k) Amendment to Section 2.24(d)(iv)(2) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 2.24(d)(iv)(2) of the Credit Agreement is hereby amended by deleting each reference to “clause (i)” and replacing it with a reference to “clause (1)”.

(l) Amendment to Section 3.5 of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 3.5 of the Credit Agreement is hereby amended by adding the following as clause (h) thereof:

“For purposes of determining U.S. withholding taxes imposed under FATCA, from and after the Second Amendment Closing Date, the Borrower and the Agent shall treat (and the Lenders hereby authorize the Agent to treat) this Agreement as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).”

(m) Amendment to Section 4.3 of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 4.3 of the Credit Agreement is hereby amended by adding the following as clause (d) thereof:

“(d) Any Protective Advance is outstanding.”

(n) Amendment to Section 6.1(e) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 6.1(e) of the Credit Agreement is hereby amended and restated to read as follows:

“(e) as soon as available, an Appraised Value Report, which report shall update the prior Appraised Value Report with data collected and verified no more than thirty (30) days prior to September 30 of such year and having an effective date of (i) for the calendar year 2014, August 31, 2014 and (ii) for each subsequent calendar year, September 30 of such year.”

(o) Amendment to Section 6.29.2 of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 6.29.2 of the Credit Agreement is hereby amended and restated to read as follows:

6.29.2 Leverage Ratio. Holdings and its Subsidiaries will not permit its Leverage Ratio on a consolidated basis, determined as of the last day of each Fiscal Quarter to be greater than the ratio set forth in the table below for the corresponding Fiscal Quarter; *provided that*, if a Specified Acquisition occurs during any Fiscal Quarter (other than the Fiscal Quarters ending March 31, 2015 or June 30, 2015), Holdings may increase its applicable Leverage Ratio threshold set forth below by 0.5 for the six consecutive month period following the period in which such Specified Acquisition occurs.

| | |
|------------------------------------|-------------|
| December 31, 2014 | 5.50 to 1.0 |
| March 31, 2015 | 5.95 to 1.0 |
| June 30, 2015 | 5.95 to 1.0 |
| September 30, 2015 | 5.50 to 1.0 |
| December 31, 2015 | 5.50 to 1.0 |
| March 31, 2016 | 5.50 to 1.0 |
| June 30, 2016 | 5.50 to 1.0 |
| September 30, 2016 | 5.00 to 1.0 |
| and each Fiscal Quarter thereafter | |

(p) Amendment to Article VII of the Credit Agreement. Effective as of the Second Amendment Closing Date, clause (s) of Article VII of the Credit Agreement is hereby amended by deleting the phrase “based on any such” and replacing it with the phrase “that evidences its”.

(q) Amendment to Section 8.3(b)(viii) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 8.3(b)(viii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(viii) amend Section 2.19 or any related definitions or provisions in a manner that would alter the ratable apportionment of payments required thereby;”

(r) Amendment to Section 9.6(a) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 9.6(a) of the Credit Agreement is hereby amended by deleting the phrase “a service such as Intralinks” and replacing it with the phrase “the Platform”.

(s) Addition of Section 10.17. Effective as of the Second Amendment Closing Date, the following paragraph is hereby added to the Credit Agreement as Section 10.17 immediately following Section 10.16:

“SECTION 10.17. Flood Laws. Agent has adopted internal policies and procedures that address requirements placed on federally regulated lenders regarding flood insurance, including the National Flood Insurance Reform Act of 1994, the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 and related legislation (the “Flood Laws”). Agent, as administrative agent or collateral agent on a syndicated facility, will post on the Platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws.

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However, Agent reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.”

(t) Amendment to Section 12.3(a) of the Credit Agreement. Effective as of the Second Amendment Closing Date, Section 12.3(a) of the Credit Agreement is hereby amended by adding the following after the phrase “in the form of Exhibit G”:

“or, to the extent applicable, an agreement incorporating the form of Exhibit G by reference pursuant to the Platform as to which the Administrative Agent and the parties to such agreement are participants”

(u) Amendment to Exhibit G. Effective as of the Second Amendment Closing Date, Exhibit G attached to the Credit Agreement is hereby amended and restated in the form attached hereto as Exhibit G.

(v) Amendment to Schedule A. Effective as of the Second Amendment Closing Date, Schedule A attached to the Credit Agreement is hereby amended and restated in the form attached hereto as Schedule A.

SECTION 3: Representations and Warranties. To induce Agent and Lenders to enter into this Amendment, each Loan Party represents and warrants that:

(a) No Default. After giving effect to this Amendment, no Default or Unmatured Default shall have occurred and be continuing as of the date hereof;

(b) Representations and Warranties. Both immediately before and immediately after giving effect to this Amendment and the transactions contemplated hereby, the representations and warranties of Loan Parties contained in the Loan Documents are true and correct in all material respects as of the Second Amendment Closing Date to the same extent as though made on and as of such date except to the extent such representations and warranties specifically relate to an earlier date;

(c) Authorization and Validity. Each Loan Party has the power and authority and legal right to execute and deliver this Amendment and to perform its obligations hereunder. The execution and delivery by each Loan Party of this Amendment and the performance of its obligations hereunder have been duly authorized by proper proceedings, and this Amendment constitutes the legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally; and

(d) No Conflict; Government Consent. Neither the execution and delivery by any Loan Party of this Amendment, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Loan Party, (ii) any Loan Party’s articles or certificate of incorporation, partnership agreement, certificate of

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partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (iii) the provisions of any material indenture, instrument or agreement to which any Loan Party is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of such Loan Party pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by a Loan Party, is required to be obtained by any Loan Party in connection with the execution and delivery of this Amendment, the performance of the obligations hereunder or the legality, validity, binding effect or enforceability hereof.

SECTION 4: Conditions Precedent. The effectiveness of this Amendment is subject to the following conditions precedent:

(a) **Documentation.** Agent shall have received each of the following, each in form and substance satisfactory to Agent, in its sole discretion, and, where applicable, each duly executed by each party thereto, other than Agent (each of which shall be deemed to constitute a "Loan Document" pursuant to the Credit Agreement):

(i) this Amendment or counterparts hereof, as well as completed Exhibits and Schedules hereto;

(ii) a solvency certificate, certifying as to the solvency of each of the Loan Parties both before and after the effectiveness of this Amendment and the transactions contemplated hereby;

(iii) an executed legal opinion of counsel to the Loan Parties, addressed to the Agent, the LC Issuer and the Lenders in form and substance customary and appropriate for transactions of this type;

(iv) any Notes requested by a Lender payable to the order of each such requesting Lender;

(v) a customary incumbency certificate from each of Holdings, Managing General Partner and each Borrower certifying as to (i) resolutions duly adopted by the Managing General Partner, its members or any other equivalent body authorizing the execution, delivery and performance of this Amendment and the other Loan Documents to be executed on the Second Amendment Closing Date as so amended or ratified, (ii) copies of its articles or certificate of limited partnership, formation or incorporation, as applicable, together with all amendments thereto, (iii) copies of its bylaws, limited liability company agreement, or partnership agreement, as applicable, (iv) incumbency and specimen signature of each officer executing any Loan Document, and (v) a certificate of good standing (or equivalent certification from the appropriate governmental officer in its jurisdiction of incorporation or organization);

(vi) a customary perfection certificate from each Loan Party certifying as to certain collateral matters; and

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(vii) such other documents, instruments, and agreements as the Agent, the LC Issuer, any Lender or their respective counsel may reasonably request in connection with the transactions contemplated by this Amendment and the other Loan Documents, each in form and substance reasonably satisfactory to the Agent.

(b) **Availability.** After giving effect to this Amendment and the transactions contemplated hereby, the Availability shall be equal to or greater than \$50,000,000.

(c) **Payment of Fees.** The Loan Parties shall have paid all of the fees and expenses owing to the Agent, the Arranger, the LC Issuer and the Lenders pursuant to Section 9.6(a) of the Credit Agreement, to the extent invoiced to the Borrower at least two (2) Business Days prior to the date hereof and pursuant to each Fee Letter.

(d) **No Default.** No Default or Unmatured Default under the Credit Agreement, as amended hereby, shall have occurred and be continuing.

(e) **Warranties and Representations.** Both immediately before and immediately after giving effect to this Amendment and the transactions contemplated hereby, the warranties and representations of Loan Parties contained in the Loan Documents shall be true and correct in all material respects as of the Second Amendment Closing Date (except for such representations and warranties that have a materiality qualification, which shall be true and correct in all respects), with the same effect as though made on such date, except to the extent that such warranties and representations expressly relate to an earlier date, and all of such representations and warranties (except those relating to an earlier date) are hereby remade by Loan Parties as of the Second Amendment Closing Date.

SECTION 5: No Waiver. Nothing contained in this Amendment shall be construed as a waiver by Agent or any Lender of any covenant or provision of the Credit Agreement, the other Loan Documents, this Amendment, or of any other contract or instrument between any Loan Party and Agent and any Lender, and the failure of Agent or Lenders at any time or times hereafter to require strict performance by any Loan Party of any provision thereof shall not waive, affect or diminish any rights of Agent or Lenders to thereafter demand strict compliance therewith. Agent and Lenders hereby reserve all rights granted under the Credit Agreement, the other Loan Documents, this Amendment and any other contract or instrument between any Loan Party and Agent or any Lender.

SECTION 6: Ratification; Reference to and Effect on Loan Documents.

(a) **Ratification.** Except as specifically amended above, the Credit Agreement and the other Loan Documents shall remain in full force and effect. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not effect a novation of the Credit Agreement or any other Loan Document. Each of the Loan Parties hereby ratifies and reaffirms each of the terms and conditions of the Loan Documents to which it is a party and all of its obligations thereunder. Each Loan Party confirms that all of its obligations under the Loan Documents (as amended by this Amendment) are in full force and effect and are performable in accordance with their respective terms without setoff, defense, counter-claim or claims in recoupment. Each Loan Party further confirms that the term "Obligations", as used in

the Credit Agreement, shall include all Obligations of the Loan Parties under the Credit Agreement (as increased or otherwise amended by this Amendment), any promissory notes issued under the Credit Agreement and each other Loan Document. Each of the Loan Parties hereby agrees that all liens and security interests securing payment of the Obligations under the Credit Agreement and each of the other Loan Documents are hereby collectively renewed, ratified and brought forward as security for the payment and performance of the Obligations.

(b) **References.** Upon the effectiveness of this Amendment, each of the Loan Documents, including the Credit Agreement, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement, as amended hereby, are hereby amended so that any reference in such Loan Documents to the Credit Agreement shall mean a reference to the Credit Agreement, as amended hereby.

SECTION 7: Miscellaneous.

(a) **Successors and Assigns.** This Amendment shall be binding on and shall inure to the benefit of Loan Parties, Agent, Lenders and their respective successors and assigns.

(b) **ENTIRE AGREEMENT. THIS AMENDMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER UNDERSTANDINGS, ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

(c) **Headings.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(d) **Severability.** Wherever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) **Counterparts.** This Amendment may be executed in any number of separate original counterparts (or telecopied counterparts with original execution copy to follow) and by the different parties on separate counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopy or electronic transmission (e.g. "pdf" or "tif") shall have the same effect as delivery of a manually executed counterpart of this Amendment.

(f) **Incorporation of Credit Agreement Provisions.** The provisions contained in Section 16.1 (Choice of Law), Section 16.2 (Consent to Jurisdiction), and Section 16.3 (Waiver of Jury Trial) of the Credit Agreement are incorporated herein by reference to the same extent as if reproduced herein in their entirety.

(g) **RELEASE.** EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE "OBLIGATIONS" (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT, AS AMENDED HEREBY) OR ANY KNOWN DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM AGENT OR LENDERS. EACH LOAN PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES AGENT AND EACH LENDER, THEIR RESPECTIVE PREDECESSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENT, SUCCESSORS AND ASSIGNS, FROM ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER KNOWN AS OF THE DATE HEREOF TO THE EXTENT RELATING TO THE "OBLIGATIONS" (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT, AS AMENDED HEREBY), THE CREDIT AGREEMENT, THIS AMENDMENT OR ANY TRANSACTIONS CONTEMPLATED THEREBY WHETHER FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AMENDMENT IS EXECUTED, WHICH SUCH LOAN PARTY MAY NOW HAVE AGAINST AGENT AND ANY LENDER, THEIR PREDECESSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENT, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND ARISING FROM ANY LOANS, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT, THIS AMENDMENT OR OTHER LOAN DOCUMENTS, AND NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT, THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amendment has been executed on the date first written above, to be effective upon satisfaction of the conditions set forth herein.

GUARANTOR:

USA COMPRESSION PARTNERS, LP,
a Delaware limited partnership

By: USA Compression GP, LLC,
its General Partner

By: /s/ Joseph C. Tusa, Jr.
Name: Joseph C. Tusa, Jr.
Title: Vice President, Chief Financial Officer and
Treasurer

BORROWER:

USA COMPRESSION PARTNERS, LLC,
a Delaware limited liability company

By: /s/ Joseph C. Tusa, Jr.
Name: Joseph C. Tusa, Jr.
Title: Vice President, Chief Financial Officer and
Treasurer

USAC LEASING, LLC,
a Delaware limited liability company

By: /s/ Joseph C. Tusa, Jr.
Name: Joseph C. Tusa, Jr.
Title: Vice President, Chief Financial Officer and
Treasurer

USAC OPCO 2, LLC,
a Texas limited liability company

By: /s/ Joseph C. Tusa, Jr.
Name: Joseph C. Tusa, Jr.
Title: Vice President, Chief Financial Officer and
Treasurer

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

USAC LEASING 2, LLC,
a Texas limited liability company

By: /s/ Joseph C. Tusa, Jr.
Name: Joseph C. Tusa, Jr.
Title: Vice President, Chief Financial Officer and
Treasurer

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

AGENT:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: /s/ J. Devin Mock
Name: J. Devin Mock
Title: Authorized Officer

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

LENDERS:

JPMORGAN CHASE BANK, N.A.,
as Lender, LC Issuer and Swingline Lender

By: /s/ J. Devin Mock
Name: J. Devin Mock
Title: Authorized Officer

WELLS FARGO BANK, N.A.,
as Lender

By: /s/ T. Alan Smith
Name: T. Alan Smith
Title: Managing Director

REGIONS BANK,
as Lender,

By: /s/ Dennis M. Hansen
Name: Dennis M. Hansen
Title: Senior Vice President

ROYAL BANK OF CANADA,
as Lender,

By: /s/ Kristan Spivey
Name: Kristan Spivey
Title: Authorized Signatory

UBS AG, STAMFORD BRANCH,
as Lender,

By: /s/ Darlene Arias
Name: Darlene Arias
Title: Director, Banking Products Services, US

By: /s/ Craig Pearson
Name: Craig Pearson
Title: Associate Director, Banking Products
Services, US

THE BANK OF NOVA SCOTIA,
as Lender,

By: /s/ Mark Sparrow
Name: Mark Sparrow
Title: Director

MUFG UNION BANK, N.A.,
as Lender,

By: /s/ Christopher S. Calice
Name: Christopher S. Calice
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

BARCLAYS BANK PLC,
as Lender,

By: /s/ Marguerite Sutton
Name: Marguerite Sutton
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

SUNTRUST BANK,
as Lender,

By: /s/ Christopher M. Waterstreet
Name: Christopher M. Waterstreet
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

GOLDMAN SACHS BANK USA,
as Lender,

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,
as Lender,

By: /s/ Jeffrey Marchetti
Name: Jeffrey Marchetti
Title: Assistant Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

COMERICA BANK,
as Lender,

By: /s/ Bradley Kohn
Name: Bradley Kohn
Title: AVP

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

SIEMENS FINANCIAL SERVICES, INC.,
as Lender,

By: /s/ James Tregillies

Name: James Tregillies
Title: Vice President

By: /s/ John Finore
Name: John Finore
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

CAPITAL ONE BUSINESS CREDIT CORP.,
as Lender,

By: /s/ Ron Walker
Name: Ron Walker
Title: Senior Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

CIT FINANCE LLC,
as Lender,

By: /s/ Michael A. Robinson
Name: Michael A. Robinson
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

RAYMOND JAMES BANK, N.A.,
as Lender,

By: /s/ Alexander L. Rody
Name: Alexander L. Rody
Title: Senior Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT]

EXHIBIT G

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between **[Insert name of Assignor]** (the "Assignor") and **[Insert name of Assignee]** (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Fifth Amended and Restated Credit Agreement, identified below (as amended, supplemented or otherwise modified from time to time, including, without limitation, pursuant to the Second Amendment thereto, dated as of January 6, 2015, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including without limitation any letters of credit, guaranties and swingline loans included in such facilities and, to the extent permitted to be assigned under applicable law, all claims (including without limitation contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity), suits, causes of action and any other right of the Assignor against any Person whether known or unknown arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby) (the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:
2. Assignee:

[and is an Affiliate/Approved Fund of identify Lender](1)

3. Borrower(s):
4. Agent: JPMorgan Chase Bank, N.A., as the agent under the Credit Agreement.
5. Credit Agreement: The Fifth Amended and Restated Credit Agreement, dated as of December 13, 2013, among USAC Compression Partners, LP, a Delaware limited partnership (“Holdings”), USA Compression Partners, LLC, a Delaware limited liability company (“USA Compression Partners”), USAC Leasing, LLC, a Delaware limited liability company (“USAC Leasing”), USAC OpCo2, LLC, a Texas limited liability company (“USAC OpCo 2”), USAC Leasing 2, LLC, a Texas limited liability company (“USAC Leasing 2” and together with USA Compression Partners, USAC Leasing and USAC OpCo 2, collectively, the “Borrower”), the other Loan Parties, the Lenders party thereto, Agent, and the other agents party thereto, as the same may be amended, supplemented or otherwise modified from time to time (including, without limitation, pursuant to the Second Amendment thereto, dated as of January 6, 2015)

(1) Select as applicable.

6.. Assigned Interest:

| Facility Assigned | Aggregate Amount of Commitment/ Credit Exposure for all Lenders | Amount of Commitment/ Credit Exposure Assigned | Percentage Assigned of Commitment/ Credit Exposure |
|-------------------|--|--|--|
| [Commitment] | \$ | \$ | % |

7. Trade Date:

Effective Date: _____, 20 [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER BY THE AGENT.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR:

[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

Consented to and Accepted:

JPMorgan Chase Bank, N.A.,
as Agent and LC Issuer

By: _____
Name: _____
Title: _____

[BORROWER]

By: _____
Name: _____
Title: _____

[NAME OF OTHER RELEVANT PARTY]

By: _____

Name: _____
Title: _____

ANNEX 1
TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby. Neither the Assignor nor any of its officers, directors, employees, agents or attorneys shall be responsible for (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency, perfection, priority, collectibility, or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document, (v) inspecting any of the property, books or records of the Borrower, or any guarantor, or (vi) any mistake, error of judgment, or action taken or omitted to be taken in connection with the Loans or the Loan Documents.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iii) agrees that its payment instructions and notice instructions are as set forth in Schedule 1 to this Assignment and Assumption, (iv) confirms that none of the funds, monies, assets or other consideration being used to make the purchase and assumption hereunder are "plan assets" as defined under ERISA and that its rights, benefits and interests in and under the Loan Documents will not be "plan assets" under ERISA, (v) it has received a copy of the Credit Agreement, together with copies of financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Agent or any other Lender, and (vi) attached as Schedule 1 to this Assignment and Assumption is any documentation required to be delivered by the Assignee with respect to its tax status pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. The Assignee shall pay the Assignor, on the Effective Date, the amount agreed to by the Assignor and the Assignee. From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest,

fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Texas.

SCHEDULE A

COMMITMENT SCHEDULE

| Lender | | Commitment |
|-----------------------------------|----|-------------|
| JPMORGAN CHASE BANK, N.A. | \$ | 150,000,000 |
| WELLS FARGO BANK, N.A. | \$ | 125,000,000 |
| REGIONS BANK | \$ | 110,000,000 |
| ROYAL BANK OF CANADA | \$ | 110,000,000 |
| UBS AG, STAMFORD BRANCH | \$ | 90,000,000 |
| THE BANK OF NOVA SCOTIA | \$ | 75,000,000 |
| MUFG UNION BANK, N.A. | \$ | 75,000,000 |
| BARCLAYS BANK PLC | \$ | 65,000,000 |
| SUNTRUST BANK | \$ | 65,000,000 |
| GOLDMAN SACHS BANK USA | \$ | 50,000,000 |
| PNC BANK, NATIONAL ASSOCIATION | \$ | 50,000,000 |
| COMERICA BANK | \$ | 35,000,000 |
| SIEMENS FINANCIAL SERVICES, INC | \$ | 35,000,000 |
| CAPITAL ONE BUSINESS CREDIT CORP. | \$ | 25,000,000 |

| | | |
|--------------------------|-----------|----------------------|
| CIT FINANCE LLC | \$ | 20,000,000 |
| RAYMOND JAMES BANK, N.A. | \$ | 20,000,000 |
| TOTAL | \$ | 1,100,000,000 |



**USA Compression Announces Upsized Revolving Credit Facility;
Increased Capacity of \$1.1 Billion and Maturity Extension;
Year-End Operational Update Positive; Reaffirming High End of 2014 Guidance**

AUSTIN, Texas, January 6, 2015 — USA Compression Partners, LP (NYSE: USAC) (the “Partnership”) today announced the closing of the Second Amendment to its Fifth Amended and Restated Credit Agreement, which provides for an increase in the revolving credit facility capacity from \$850 million to \$1.1 billion and an extension of the maturity to 2020. The revolving credit facility contains an accordion feature whereby it can be expanded to \$1.3 billion under certain conditions. In addition, the amendment also provides additional flexibility under the financial covenants. As of September 30, 2014, the Partnership had approximately \$510 million of variable-rate indebtedness outstanding under its revolving credit facility.

“This amendment provides the Partnership with incremental liquidity and capacity, affording us flexibility in managing our balance sheet, leverage and coverage as we continue to execute our organic growth strategy,” said Eric D. Long, President and Chief Executive Officer of the Partnership. “We view the meaningful upsize as a strong show of support by our lender group. Being able to significantly increase the facility during this volatile time in the market demonstrates the trust of our lenders, many of whom have over a decade-long relationship with USA Compression, and their in-depth understanding as to the stability of our fee based, demand driven business.

“Our business is driven largely by the continued increase in overall natural gas production,” Mr. Long continued, “and while cuts to producer capital expenditure budgets are grabbing most of the headlines, lower capital expenditure budgets do not necessarily equate to declining natural gas production. In fact, the EIA projects 3% production growth in 2015 in its most recent Short-Term Energy Outlook (December 9, 2014). Growth in demand for US natural gas also remains strong, driven especially by both increased pipeline exports to Mexico as well as LNG projects beginning service towards the end of 2015. We believe that low-cost shale gas prospects will be the sources of supply to fill this incremental demand, and that in 2015 and beyond, domestic producers will shift their focus to emphasize development of these natural gas shale prospects, as well as develop only their highest quality oil projects. As an example, on December 29, 2014, the Partnership’s largest

customer, Southwestern Energy, announced an approximately 28% increase in expected gas and oil production over its 2014 level along with a 2015 capital spending increase of approximately 8% — driven primarily from their increasing development in Northeast and Southwest Appalachia for Marcellus and Utica natural gas. This is a great example of one of our large, well-capitalized customers continuing to focus on high-grading its capital deployment towards the most attractive investment opportunities — which we believe to be shale resources. We should be in a position to discuss as-yet unannounced capital expenditure budgets of other customers when we hold our next earnings call.

“Entering 2015,” added Mr. Long, “we currently see strong market demand for our compression services, which we believe is based on the expected build out of large regional natural gas infrastructure projects primarily tied to the long-term increasing demand for natural gas. Our geographic diversity continues to benefit our business, as our presence across many of the major natural gas producing basins provides not only cash flow stability but also opportunities to capitalize on shifting areas of focus. Additionally, as access to capital becomes constrained for some producers and midstream operators, we may potentially see an uptick in outsourced compression services, which is consistent with past market downturns.

“Regarding the small portion (approximately 15% of total fleet horsepower) of our fleet engaged in gas-lift applications on crude oil wells, we currently maintain high utilization,” noted Mr. Long. “Given the current commodity price environment, we continue to closely monitor and evaluate growth capital plans for compression services from the gas lift units.”

Year-End 2014 Operational Update

The following year-end 2014 operational update is based on preliminary data and therefore remains subject to change in all respects.

USA Compression ended the 4th quarter of 2014 with approximately 1.5 million total HP in its fleet, a 29% increase over Q4 2013. Over the same 12-month period, revenue generating HP increased to approximately 1.4 million HP, a 26% increase. During 2014, the Partnership invested more than \$360 million in expansion capital, primarily in new compression units.

For the year ended December 31, 2014, USAC’s average fleet utilization was 94.0%(1). This compares to 93.8%(1) for the year ended December 31, 2013. Regarding the continued strong fleet utilization, Mr. Long commented, “USAC has demonstrated its ability over the last 15 years, throughout multiple commodity price cycles, to keep our assets in the field and working, and Q4 2014 was no different. Our strategic focus on large horsepower compression continues to prove our business thesis — assets used primarily in large midstream-oriented applications have significantly less volatility and longer deployment cycles, and as a result generate very stable fee-based cash flows.”

Demand for services from new compression units delivered in 2014, as well as those scheduled for delivery in 2015, currently remains strong. As of December 31, 2014, USAC had executed and pending compression service contracts for approximately 95% of the total midstream-oriented HP delivered in 2014. Of the approximately 200,000 midstream-oriented HP currently scheduled for 2015 delivery, about 48% has already been committed to customers on a long-term basis. Mr. Long added, “We are currently ahead of our historical pace in terms of locking in new fee-based service contracts for units being delivered in 2015.”

2014 / 2015 Guidance

USA Compression is reaffirming that it expects to be at the high end of its previously-issued guidance for 2014. The Partnership will be providing 2015 guidance during its regularly-scheduled 2014 full year earnings conference call, expected to take place in early to mid-February 2015.

(1) Calculated as the average utilization for the months in the period based on utilization at the end of each month in the period. Utilization is calculated as (i)(a) revenue generating HP plus (b) HP in the Partnership's fleet that is under contract, but is not yet generating revenue plus (c) HP not yet in the Partnership's fleet that is under contract not yet generating revenue and that is subject to a purchase order, divided by (ii) total available HP less idle HP that is under repair.

ABOUT USA COMPRESSION PARTNERS, LP

USA Compression Partners, LP is a growth-oriented Delaware limited partnership that is one of the nation's largest independent providers of compression services in terms of total compression unit HP. The company partners with a broad customer base composed of producers, processors, gatherers and transporters of natural gas. USA Compression focuses on providing compression services to infrastructure applications primarily in high volume gathering systems, processing facilities and transportation applications. More information is available at www.usacpartners.com.

FORWARD-LOOKING STATEMENTS

Statements in this press release may be forward-looking statements as defined under federal law. These forward-looking statements rely on a number of assumptions concerning future events and are subject to a number of uncertainties and factors, many of which are outside the control of the Partnership, and a variety of risks that could cause results to differ materially from those expected by management of the Partnership. These risks include, but are not limited to, the additional capacity under the revolving credit facility enabling the Partnership to execute its growth strategy, changes in the long-term demand for crude oil and natural gas, the demand for the Partnership's compression services and actions taken by its customers, competitive conditions in the industry, and changes in general economic conditions, including the overall economic outlook of the oil and natural gas industry. The Partnership undertakes no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results over time.

Investor Contacts:

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Chief Financial Officer
(512) 473-2662
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(512) 369-1624
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