

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): **August 30, 2013**

**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**  
(I.R.S. 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 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS**

On August 30, 2013, USA Compression Partners, LP (the "**Partnership**") completed the previously announced acquisition from S&R Compression, LLC ("**S&R**") of certain assets and liabilities related to the business of providing compression services to third parties engaged in the exploration, production, gathering, processing, transportation or distribution of oil and gas (the "**S&R Acquisition**") in exchange for 7,425,261 common units representing limited partner interests in the Partnership (the "**Common Units**"). The S&R Acquisition was consummated pursuant to the Contribution Agreement dated August 12, 2013 (the "**Contribution Agreement**") with S&R and Argonaut Private Equity, L.L.C. ("**Argonaut**"). In connection with the S&R Acquisition, a subsidiary of the Partnership has entered into a Transition Services Agreement with S&R and its affiliates, pursuant to which each party will provide certain transition services to the others on an as needed basis generally until November 30, 2013.

The Common Units issued in connection with the S&R Acquisition (the "**New Common Units**") were issued in a private placement in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), pursuant to Section 4(2) thereof, and, except as otherwise required by the Registration Rights Agreement (as defined below), will not be registered under the Securities Act, or applicable state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws.

The New Common Units were issued to certain accredited investors who are members or beneficial owners of S&R or its controlling member, Argonaut (the "**Holder**"). As a condition to their receipt of New Common Units, the Holders entered into a Distribution Reinvestment Plan and Lock-Up Agreement (the "**DRIP Agreement**"), pursuant to which the Holders agreed, subject to certain exceptions specified in the DRIP Agreement, to reinvest all distributions in respect of the New Common Units for all periods through and including the quarterly period ending June 30, 2014 in the Partnership's distribution reinvestment plan. The obligation of the Holders to reinvest these distributions is conditioned on USA Compression Holdings, LLC and its affiliates making a similar election with respect to all common units and subordinated units owned by them. The DRIP Agreement also prohibits the Holders from selling or otherwise disposing of the New Common Units during the 180-day period following the closing date of the S&R Acquisition.

In addition, the Partnership has entered into a Registration Rights Agreement with S&R, Argonaut and each Holder (the "**Registration Rights Agreement**"), pursuant to which the Partnership has agreed to file, on the earlier of (a) 30 days following the first date on which the Partnership becomes eligible to use Securities and Exchange Commission Form S-3 or (b) August 30, 2014, a registration statement under the Securities Act to permit the public resale of the New Common Units and providing certain piggyback registration rights in favor of the Holders. The obligations of the Partnership under the Registration Rights Agreement are subject to customary exceptions.

The foregoing description of the Contribution Agreement, the DRIP Agreement and the Registration Rights Agreement is qualified in its entirety by reference to the complete text of such agreement. The Contribution Agreement, and the DRIP Agreement attached as a form thereto, was attached as Exhibit 2.1 to the Quarterly Report on Form 10-Q of the Partnership filed on August 14, 2013 and is hereby incorporated by reference into this Item 2.01. The Registration Rights Agreement is attached as Exhibit 4.1 to this Current Report on Form 8-K and is hereby incorporated by reference into this Item 2.01.

**ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES.**

The disclosures set forth in Item 2.01 above are hereby incorporated by reference into this Item 3.02.

**ITEM 7.01. REGULATION FD DISCLOSURE.**

On August 30, 2013, the Partnership announced that it had completed the S&R Acquisition. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

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The information in this Current Report, including Exhibit 99.1, is being furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section or Sections 11 and 12(a) (2) of the Securities Act of 1933, as amended.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

*(a) Financial Statements of Business Acquired.*

Financial statements relating to the S&R Acquisition required by Regulation S-X have not been included herein but will be filed by an amendment to this Current Report not later than 71 days after the date that this Current Report is required to be filed.

*(b) Pro Forma Financial Information.*

Pro forma financial information relating to the S&R Acquisition required by Regulation S-X has not been included herein but will be filed by an amendment to this Current Report not later than 71 days after the date that this Current Report is required to be filed.

*(d) Exhibits.*

<u>Exhibit No.</u>	<u>Document</u>
4.1	Registration Rights Agreement dated August 30, 2013
99.1	Press Release of USA Compression Partners, LP dated August 30, 2013

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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: September 5, 2013

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4.1 Registration Rights Agreement dated August 30, 2013

99.1 Press Release of USA Compression Partners, LP dated August 30, 2013

## REGISTRATION RIGHTS AGREEMENT

by and among

USA COMPRESSION PARTNERS, LP,

AND THE INVESTORS NAMED HEREIN

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## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made and entered into as of August 30, 2013, by and among USA Compression Partners, LP, a Delaware limited partnership (the “**Partnership**”), and the Persons set forth on Schedule A hereto (the “**Investors**” and each individually an “**Investor**”).

**WHEREAS**, this Agreement is made in connection with the entry into the Contribution Agreement, dated August 12, 2013, by and among the Partnership, S&R Compression, LLC, an Oklahoma limited liability company, and Argonaut Private Equity, L.L.C., an Oklahoma limited liability company (the “**Contribution Agreement**”); and

**WHEREAS**, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Investors pursuant to the Contribution Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

## **ARTICLE I DEFINITIONS**

1.1 **Definitions.** Capitalized terms used herein without definition shall have the meanings given to them in the Contribution Agreement. The terms set forth below are used herein as so defined:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning specified therefor in the introductory paragraph of this Agreement.

“**Commission**” means the U.S. Securities and Exchange Commission.

“**Common Units**” means common units representing limited partner interests in the Partnership.

“**Contribution Agreement**” has the meaning specified therefor in the recitals of this Agreement.

“**Effectiveness Period**” has the meaning specified therefor in Section 2.1 of this Agreement.

“**General Partner**” means USA Compression GP, LLC, a Delaware limited liability company.

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“**Holder**” means the record holder of any Registrable Securities.

“**Included Registrable Securities**” has the meaning specified therefor in Section 2.2(a) of this Agreement.

“**Investor**” and “**Investors**” have the meanings specified therefor in the introductory paragraph of this Agreement.

“**Losses**” has the meaning specified therefor in Section 2.9(a) of this Agreement.

“**Managing Underwriter**” means, with respect to any Underwritten Offering, the book-running lead manager of such Underwritten Offering.

“**New Common Units**” has the meaning specified in the Contribution Agreement.

“**Parity Securities**” has the meaning specified therefor in Section 2.2(b) of this Agreement.

“**Partnership**” has the meaning specified therefor in the introductory paragraph of this Agreement.

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

“**Registrable Securities**” means the New Common Units.

“**Registration Expenses**” means all expenses incident to the Partnership’s performance under or compliance with this Agreement to effect the registration of Registrable Securities on the Registration Statement pursuant to Section 2.1 or an Underwritten Offering covered under this Agreement, and the disposition of such Registrable Securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the Financial Industry Regulatory Authority, fees of transfer agents and registrars, all word processing, duplicating and printing expenses, any transfer taxes and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any special audits or “cold comfort” letters required by or incident to such performance and compliance.

“**Registration Statement**” has the meaning specified therefor in Section 2.1 of this Agreement.

“**Selling Expenses**” means all underwriting fees, discounts and selling commissions or similar fees or arrangements allocable to the sale of the Registrable Securities.

“**Selling Holder**” means a Holder who is selling Registrable Securities pursuant to a registration statement.

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“**Selling Holder Indemnified Persons**” has the meaning specified therefor in Section 2.9(a) of this Agreement.

“**Underwritten Offering**” means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a “bought deal” with one or more investment banks.

1.2 **Registrable Securities.** Any Registrable Security will cease to be a Registrable Security (a) when a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) when such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act; (c) when such Registrable Security is held by the Partnership or one of its subsidiaries; (d) when such Registrable Security has been sold or disposed of in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.11 hereof or (e) when such Registrable Security becomes eligible for resale without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

## ARTICLE II REGISTRATION RIGHTS

2.1 **Registration.** On the earlier of (a) 30 days following the first date on which the Partnership becomes eligible to use SEC Form S-3 or (b) the first anniversary of the Closing Date, the Partnership shall prepare and file a registration statement under the Securities Act to permit the public resale of Registrable Securities then outstanding from time to time as permitted by Rule 415 of the Securities Act with respect to all of the Registrable Securities (the "**Registration Statement**"). The Registration Statement filed pursuant to this Section 2.1 shall be on such appropriate registration form of the Commission as shall be selected by the Partnership so long as it permits the continuous offering of the Registrable Securities pursuant to Rule 415 of the Securities Act or such other rule as is then applicable. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement to become effective on or as soon as practicable after filing. Any Registration Statement shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders of any and all Registrable Securities covered by such Registration Statement. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement filed pursuant to this Section 2.1 to be effective, supplemented and amended to the extent necessary to ensure that it is available for the resale of all Registrable Securities by the Holders until the earlier of (a) the date on which all Registrable Securities have been sold by the Holders, or (b) the first date all Registrable Securities become eligible for sale pursuant to Rule 144(b)(1) under the Securities Act (the "**Effectiveness Period**"). The Registration Statement when effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained

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in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that the Registration Statement becomes effective, but in any event within two Business Days of such date, the Partnership shall provide the Holders with written notice of the effectiveness of the Registration Statement.

### 2.2 **Piggyback Rights.**

(a) **Participation.** If the Partnership proposes to undertake a (i) primary Underwritten Offering within three years from the date the Registration Statement becomes or is declared effective or (ii) secondary Underwritten Offering of Common Units by USA Compression Holdings, LLC or its successors, then as soon as practicable following the engagement of counsel by the Partnership to prepare the documents to be used in connection with either clause (i) or clause (ii) above, the Partnership shall give notice (including, but not limited to, notification by electronic mail) of such proposed Underwritten Offering to each Holder (together with its Affiliates) holding at least \$25.0 million of the then-outstanding Registrable Securities and such notice shall offer such Holders the opportunity to include in such Underwritten Offering such number of Registrable Securities (the "**Included Registrable Securities**") as each such Holder may request in writing; provided, however, that the number of Included Registrable Securities shall at least equal \$25.0 million of Registrable Securities; provided, further, that the Partnership shall not be required in connection with clause (ii) above to include the Registrable Securities of the Holders in any registration statement prior to the expiration of the lock-up agreement as set forth in the Distribution Reinvestment and Lock-Up Agreement by and between the Partnership and the holders party thereto; and provided, further, that if the Partnership has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of the Holders will have an adverse effect on the price, timing or distribution of the Common Units in the Underwritten Offering, then (A) if no Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, the Partnership shall not be required to offer such opportunity to the Holders or (B) if any Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.2(b). Any notice required to be provided in this Section 2.2(a) to Holders shall be provided on a Business Day pursuant to Section 3.1 hereof and receipt of such notice shall be confirmed by the Holder. Each such Holder shall then have two Business Days (or one Business Day in connection with any overnight or bought Underwritten Offering) after notice has been delivered to request in writing the inclusion of Registrable Securities in the Underwritten Offering. If no written request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Partnership shall determine for any reason not to undertake or to delay such Underwritten Offering, the Partnership may, at its election, give written notice of such determination to the Selling Holders and, (x) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (y) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right to withdraw such Selling Holder's request for inclusion

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of such Selling Holder's Registrable Securities in such Underwritten Offering by giving written notice to the Partnership of such withdrawal at or prior to the time of pricing of such Underwritten Offering.

(b) **Priority.** If the Managing Underwriter or Underwriters of any proposed Underwritten Offering advises the Partnership that the total amount of Registrable Securities that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Common Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advises the Partnership can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership and (ii) second, pro rata among the Selling Holders who have requested participation in such Underwritten Offering and any other holder of securities of the Partnership having rights of registration that are neither expressly senior nor subordinated to the Registrable Securities (the "**Parity**

**Securities**”). The pro rata allocations for each Selling Holder who has requested participation in such Underwritten Offering shall be the product of (i) the aggregate number of Registrable Securities proposed to be sold in such Underwritten Offering multiplied by (ii) the fraction derived by dividing (x) the number of Registrable Securities owned on the Closing Date by such Selling Holder by (y) the aggregate number of Registrable Securities owned on the Closing Date by all Selling Holders plus the aggregate number of Parity Securities owned on the Closing Date by all holders of Parity Securities that are participating in the Underwritten Offering.

(c) **Termination of Piggyback Registration Rights.** Each Holder’s rights under Section 2.2 shall terminate upon the Holders (together with their Affiliates) ceasing to collectively hold at least 20% of the New Common Units issued to the Investors on the Closing Date.

**2.3 Delay Rights.** Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are included in the Registration Statement, suspend such Selling Holder’s use of any prospectus which is a part of the Registration Statement (in which event the Holder shall discontinue sales of the Registrable Securities pursuant to the Registration Statement but may settle any previously made sales of Registrable Securities) if (a) the Partnership is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the Partnership determines in good faith that the Partnership’s ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in the Registration Statement or (b) the Partnership has experienced some other material non-public event the disclosure of which at such time, in the good faith judgment of the Partnership, would materially adversely affect the Partnership; provided, however, in no event shall the Selling Holders be suspended from selling Registrable Securities pursuant to the Registration Statement for a period that exceeds an aggregate of 60 days in any 180-day period or 90 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Selling Holder in connection with any Underwritten Offering. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Registration Statement, and

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shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

**2.4 Underwritten Offerings.**

(a) **General Procedures.** In connection with any Underwritten Offering under this Agreement, the Partnership shall be entitled to select the Managing Underwriter or Underwriters. In connection with an Underwritten Offering contemplated by this Agreement in which a Selling Holder participates, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of securities. No Holder may participate in such Underwritten Offering unless such Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder’s benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by Law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; provided, however, that such withdrawal must be made up to and including the time of pricing of such Underwritten Offering. No such withdrawal or abandonment shall affect the Partnership’s obligation to pay Registration Expenses. The Partnership’s management may but shall not be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering.

(b) **No Demand Rights.** Notwithstanding any other provision of this Agreement, no Holder shall be entitled to any “demand” rights or similar rights that would require the Partnership to effect an Underwritten Offering solely on behalf of the Holders.

**2.5 Sale Procedures.** In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement;

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(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Registration Statement and the Managing Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Registration Statement or supplement or amendment thereto, and (ii) such number of copies of the Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; provided, however, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the filing of the Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; and (ii) the receipt of any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Registration Statement or any prospectus or prospectus supplement thereto;

(f) immediately notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or express threat of issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any

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notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish to the underwriters upon request, (i) an opinion of counsel for the Partnership dated the date of the closing under the underwriting agreement and (ii) a “cold comfort” letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership’s financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the “cold comfort” letter shall be in customary form and covering substantially the same matters as have been customarily covered in opinions of issuer’s counsel and in accountants’ letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; provided, that the Partnership need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Partnership;

(k) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be

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necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities; and

(o) if requested by a Selling Holder, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.5, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling



Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.5 or until it is advised in writing by the Partnership that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Partnership, such Selling Holder will, or will request the Managing Underwriter or Underwriters, if any, to deliver to the Partnership (at the Partnership's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

**2.6 Cooperation by Holders.** The Partnership shall have no obligation to include Registrable Securities of a Holder in the Registration Statement or in an Underwritten Offering pursuant to Section 2.2(a), who has failed to timely furnish such information that the Partnership determines, after consultation with its counsel, is reasonably required in order for the registration statement or prospectus supplement, as applicable, to comply with the Securities Act or to verify the rights of the Holders hereunder.

**2.7 Restrictions on Public Sale by Holders of Registrable Securities.** Each Holder of Registrable Securities agrees, during the two year period following the Closing Date, to enter into a customary letter agreement with underwriters providing such Holder will not effect any public sale or distribution of Registrable Securities during the 30 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to the pricing of any Underwritten Offering, provided, that (a) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Partnership or the officers, directors or any other Affiliate of the Partnership on whom a restriction is imposed and (b) the restrictions set forth in this Section 2.7.

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shall not apply to any Registrable Securities that are included in such Underwritten Offering by such Holder.

**2.8 Expenses.** The Partnership will pay all reasonable Registration Expenses as determined in good faith, including, in the case of an Underwritten Offering, whether or not any sale is made pursuant to such Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.9 hereof, the Partnership shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

**2.9 Indemnification.**

(a) By the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the "Selling Holder Indemnified Persons"), against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances under which such statement is made) contained in the Registration Statement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; provided, however, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the Registration Statement, or prospectus supplement, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, the General Partner, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in the Registration Statement, any

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preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof; provided, however, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.9. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.9 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any

other provision of this Agreement, no indemnifying party shall settle any action brought against any indemnified party with respect to which such indemnified party is entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnified party.

(d) **Contribution.** If the indemnification provided for in this Section 2.9 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; provided, however, that in no event shall such Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined

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by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) **Other Indemnification.** The provisions of this Section 2.9 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

**2.10 Rule 144 Reporting.** With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to use its commercially reasonable efforts to:

(a) make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) file with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) so long as a Holder owns any Registrable Securities, furnish, unless otherwise available via EDGAR, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

**2.11 Transfer or Assignment of Registration Rights.** The rights to cause the Partnership to register Registrable Securities granted to the Investors by the Partnership under this Article II may be transferred or assigned by any Investor to one or more transferees or assignees of Registrable Securities; provided, however, that (a) unless the transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Investor, the amount of Registrable Securities transferred or assigned to such transferee or assignee shall represent at least \$25.0 million of Registrable Securities, (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee or assignee

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assumes in writing responsibility for its portion of the obligations of such Investor under this Agreement.

### ARTICLE III MISCELLANEOUS

**3.1 Communications.** All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

(a) if to the Investors:

To the respective address listed on Schedule A hereof;

(b) if to a transferee of an Investor:

To such Holder at the address provided pursuant to Section 2.11 above; and

(c) if to the Partnership:

USA Compression Partners, LP  
100 Congress Avenue, Suite 450  
Austin, TX 78701  
Attention: J. Gregory Holloway  
Facsimile: (512) 473-2616

E-mail: gholloway@usacompression.com

with copies to:

Vinson & Elkins L.L.P.  
1001 Fannin, Suite 2500  
Houston, Texas 77002  
Attention: E. Ramey Layne  
Facsimile: (713) 751-5396  
E-mail: rlayne@velaw.com

Vinson & Elkins L.L.P.  
2801 Via Fortuna, Suite 100  
Austin, TX 78746  
Attention: Milam F. Newby  
Facsimile: (512) 236-3240  
E-mail: mnewby@velaw.com

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via

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facsimile or sent via Internet electronic mail; and when actually received, if sent by courier service or any other means.

3.2 **Successor and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

3.3 **Assignment of Rights.** All or any portion of the rights and obligations of any Investor under this Agreement may be transferred or assigned by such Investor only in accordance with Section 2.11 hereof.

3.4 **Recapitalization, Exchanges, Etc. Affecting the Units.** The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

3.5 **Aggregation of Registrable Securities.** All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights and applicability of any obligations under this Agreement.

3.6 **Specific Performance.** Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

3.7 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

3.8 **Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

3.9 **Governing Law.** **THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK.**

3.10 **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of

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such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

3.11 **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

3.12 **Amendment.** This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then outstanding Registrable Securities; provided, however, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

3.13 **No Presumption.** If any claim is made by a party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

3.14 **Obligations Limited to Parties to Agreement.** Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Investors (and their permitted transferees and assignees) and the Partnership shall have any obligation hereunder and that, notwithstanding that one or more of the Investors may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Investors or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Investors or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Investors under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any transferee or assignee of an Investor hereunder.

3.15 **Interpretation.** Article and Section references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any determination,

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consent or approval is to be made or given by an Investor under this Agreement, such action shall be in such Investor's sole discretion unless otherwise specified.

[Signature Pages Follow]

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**IN WITNESS WHEREOF**, the Parties hereto execute this Agreement, effective as of the date first above written.

**USA COMPRESSION PARTNERS, LP**

By: USA COMPRESSION GP, LLC  
Its General Partner

By: /s/ Eric D. Long  
Name: Eric D. Long  
Title: President and Chief Executive Officer

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**S&R COMPRESSION (TEXAS), LLC**

By: ARGONAUT PRIVATE EQUITY, L.L.C.  
Its Majority Member

By: /s/ Steven R. Mitchell  
Name: Steven R. Mitchell  
Title: Managing Director

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**ARGONAUT PRIVATE EQUITY, L.L.C.**

By: /s/ Don P. Millican  
Name: Don P. Millican  
Title: Chief Financial Officer

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REGISTRATION RIGHTS AGREEMENT**

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**JOHN ROBERSON**

By: /s/ John Roberson

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**STEVE MITCHELL**

By: /s/ Steve Mitchell

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**JASON MARTIN**

By: /s/ Jason Martin

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**HENRY G. KLEEMEIER TRUST UNDER SECOND AMENDED AND  
RESTATED TRUST AGREEMENT DATED JULY 31, 2013 (TRUSTEE:  
HENRY G. KLEEMEIER)**

By: /s/ Henry G. Kleemeier

Name: Henry G. Kleemeier

Title: Trustee

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**MILlicAN FAMILY REVOCABLE TRUST DTD 09/11/03 AS  
AMENDED (TRUSTEE: DON P. MILlicAN)**

By: /s/ Don P. Millican, Trustee

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REGISTRATION RIGHTS AGREEMENT**

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**SHANNON MARTIN**

By: /s/ Shannon Martin

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**FREDERIC DORWART**

By: /s/ Frederic Dorwart

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**BOK CAPITAL SERVICES**

By: /s/ Steven E. Nell

Name: Steven E. Nell

Title: President

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REGISTRATION RIGHTS AGREEMENT**

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**GEORGE B. KAISER**

By: /s/ Don P. Millican, attorney-in-fact

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**ROBERT WALDO**

By: /s/ Robert Waldo

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**MYRA GOODALL BLOCK**

By: /s/ Myra Goodall Block

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**KEN KINNEAR**

By: /s/ Ken Kinnear

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**JONATHAN ADAMSON**

**SIGNATURE PAGE TO  
REGISTRATION RIGHTS AGREEMENT**

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**SCHEDULE A**

**INVESTOR NAME; NOTICE AND CONTACT INFORMATION**

Argonaut Private Equity, LLC	Attn: Steven R. Mitchell 6733 South Yale Avenue, Tulsa, OK 74136
John Roberson	107 Chandler Drive, Sand Springs, OK 74063
Steve Mitchell	6733 South Yale Avenue, Tulsa, OK 74136
Jason Martin	3750 S. Zanthus Avenue, Tulsa, OK 74105
Henry G. Kleemeier Trust under Second Amended and Restated Trust Agreement dated July 31, 2013 (Trustee: Henry G. Kleemeier)	Attn: Henry G. Kleemeier 2651 S. Yorktown Avenue, Tulsa, OK 74114
Millican Family Revocable Trust dated September 11, 2003 as amended (Trustee: Don P. Millican)	Attn: Don P. Millican 17 St. Andrews Circle, Broken Arrow, OK 74011
Shannon Rutherford Martin	3732 S. Utica Avenue, Tulsa, OK 74105
Frederic Dorwart	124 E. Fourth Street, Tulsa, OK 74103
BOK Capital Services Corporation	Attn: Steven Nell P. O. Box 2300, Tulsa, OK 74192
George B. Kaiser	6733 South Yale Avenue, Tulsa, OK 74136
Robert Waldo	6733 South Yale Avenue, Tulsa, OK 74136
Myra Goodall Block	711 Philtower Building, Tulsa, OK 74103
Ken Kinnear	6733 South Yale Avenue, Tulsa, OK 74136
Jonathan Adamson	2000 McKinney Avenue Suite 1200 Dallas, TX 75021



**FOR IMMEDIATE RELEASE**

**News Release**  
**USA Compression Partners, LP**  
 100 Congress Avenue, Suite 450  
 Austin, Texas 78701  
[www.usacpartners.com](http://www.usacpartners.com)

**USA Compression Closes Previously Announced Acquisition  
 of Compression Assets from S&R Compression**

**AUSTIN, Texas, August 30, 2013** — USA Compression Partners, LP (NYSE: USAC) announced today that it has closed the previously announced acquisition of compression assets owned by S&R Compression, LLC, a Tulsa-based company majority owned and controlled by Argonaut Private Equity, an affiliate of George B. Kaiser. Located primarily in Texas and Oklahoma, the assets being acquired are primarily utilized in connection with crude oil production. In addition to the 983 compression units acquired as of the transaction effective date of June 30, 2013, USAC is also acquiring 66 newly built compression units fabricated between July 1 and August 30 of this year for approximately \$12 million in cash as well as receiving a cash payment of approximately \$4 million related to the operations of the compression assets since the effective date. The compression units acquired in the transaction together with the additional newly built compression units total approximately 148,000 horsepower.

The acquisition has been financed through the issuance of 7,425,261 USAC common units. Argonaut and the other owners of S&R Compression, LLC now own a 20% limited partner interest in USAC.

Both USA Compression Holdings, LLC, the owner of approximately 50% of USAC's limited partner units and the general partner interest and IDRs in USAC, and Argonaut have committed to receiving distributions in the form of additional common units through USAC's Distribution Reinvestment Plan through the second quarter of 2014.

**ABOUT USA COMPRESSION PARTNERS, LP**

USAC is a growth-oriented Delaware limited partnership that is one of the nation's largest independent providers of compression services in terms of total compression unit horsepower. The company partners with a broad customer base composed of producers, processors, gatherers and transporters of natural gas. USAC focuses on providing compression services to infrastructure applications primarily in high volume gathering systems, processing facilities and transportation applications. More information is available at [www.usacpartners.com](http://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 USAC, and a variety of risks that could cause results to differ materially from those expected by management of USAC. USAC 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:**

***USA Compression Partners, LP***

Joseph "Jody" C. Tusa, Jr.  
 Chief Financial Officer  
 512-473-2662  
[jtusa@usacompression.com](mailto:jtusa@usacompression.com)

***Dennard-Lascar Associates***

Jack Lascar  
 713-529-6600  
[jlascar@dennardlascar.com](mailto:jlascar@dennardlascar.com)

Anne Pearson  
 210-408-6321  
[apearson@dennardlascar.com](mailto:apearson@dennardlascar.com)