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As filed with the Securities and Exchange Commission on July 8, 2015

File No. 001-36875

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

Amendment No. 3
to

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or 12(g)
of the Securities Exchange Act of 1934

Exterran Corporation*
(Exact name of registrant as specified in its charter)

Delaware (State of incorporation or organization)	**47-3282259** (I.R.S. Employer Identification No.)
4444 Brittmoore Road **Houston, Texas** (Address of principal executive offices)	**77041** (Zip Code)

Registrant's telephone number, including area code: **(281) 854-3000**

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class to be so Registered	Name of Each Exchange on which Each Class is to be Register
Common Stock, par value $0.01 per share	

Securities to be registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer o	Accelerated filer o	Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company o

* The registrant was formerly named Exterran SpinCo, Inc. Effective as of May 18, 2015, the registrant changed its name to Exterran Corporation.

Cross-Reference Sheet Between the Information Statement and Items of Form 10
Information Included in the Information Statement and Incorporated by Reference into the Registration Statement on Form 10

Certain information required to be included herein is incorporated by reference to specifically identified portions of the body of the information statement filed herewith as Exhibit 99.1. None of the information contained in the information statement shall be incorporated by reference herein or deemed to be a part hereof unless such information is specifically incorporated by reference.

Item 1. ***Business.***

The information required by this item is contained under the sections of the information statement entitled "Questions and Answers About the Spin-Off," "Summary," "Risk Factors," "Cautionary Statement Concerning Forward-Looking Statements," "The Spin-Off," "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," "Relationship with Archrock After the Spin-Off" and "Where You Can Find More Information" and is incorporated herein by reference.

Item 1A. ***Risk Factors.***

The information required by this item is contained under the sections of the information statement entitled "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements" and is incorporated herein by reference.

Item 2. ***Financial Information.***

The information required by this item is contained under the sections of the information statement entitled "Summary," "Capitalization," "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and is incorporated herein by reference.

Item 3. ***Properties.***

The information required by this item is contained under the sections of the information statement entitled "Business—Properties" and is incorporated herein by reference.

Item 4. ***Security Ownership of Certain Beneficial Owners and Management.***

The information required by this item is contained under the section of the information statement entitled "Security Ownership of Certain Beneficial Owners and Management" and is incorporated herein by reference.

Item 5. ***Directors and Executive Officers.***

The information required by this item is contained under the section of the information statement entitled "Management" and is incorporated herein by reference.

Item 6. ***Executive Compensation.***

The information required by this item is contained under the section of the information statement entitled "Executive Compensation" and is incorporated herein by reference.

Item 7. ***Certain Relationships and Related Transactions.***

The information required by this item is contained under the sections of the information statement entitled "Certain Relationships and Related Transactions" and "Relationship with Archrock After the Spin-Off" and is incorporated herein by reference.

Item 8. ***Legal Proceedings*****.**

The information required by this item is contained under the section of the information statement entitled "Business—Legal Proceedings" and is incorporated herein by reference.

Item 9. ***Market Price of, and Dividends on, the Registrant's Common Equity and Related Shareholder Matters*****.**

The information required by this item is contained under the sections of the information statement entitled "Summary," "The Spin-Off," "Dividend Policy" and "Description of Capital Stock" and is incorporated herein by reference.

Item 10. ***Recent Sales of Unregistered Securities*****.**

The information required by this item is contained under the section of the information statement entitled "Description of Material Indebtedness" and is incorporated herein by reference.

Item 11. ***Description of Registrant's Securities to be Registered*****.**

The information required by this item is contained under the sections of the information statement entitled "The Spin-Off," "Dividend Policy" and "Description of Capital Stock" and is incorporated herein by reference.

Item 12. ***Indemnification of Directors and Officers.***

The information required by this item is contained under the sections of the information statement entitled "Description of Capital Stock—Limitation on Liability of Directors, Indemnification of Directors and Officers and Insurance" and is incorporated herein by reference.

Item 13. ***Financial Statements and Supplementary Data*****.**

The information required by this item is contained under the section of the information statement entitled "Index to Financial Statements" and the financial statements referenced therein and is incorporated herein by reference.

Item 14. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.***

None.

Item 15. Financial Statements and Exhibits.

(a) Financial Statements

The information required by this item is contained under the section of the information statement entitled "Index to Financial Statements" and the financial statements referenced therein and is incorporated herein by reference.

(b) Exhibits

The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1	Form of Separation and Distribution Agreement.
3.1	Form of Amended and Restated Certificate of Incorporation of Exterran Corporation.
3.2	Form of Amended and Restated Bylaws of Exterran Corporation.
4.1	Form of Common Stock Certificate.
4.2*	Form of Credit Agreement for New Credit Facility.
4.3*	Form of Indenture for New Debt Securities.
4.4*	Form of New Debt Security (included as part of Exhibit 4.3 hereto).
10.1	Form of Transition Services Agreement.
10.2	Form of Employee Matters Agreement.
10.3	Form of Tax Matters Agreement.
10.4	Form of Supply Agreement.
10.5	Form of Services Agreement (with respect to services provided by a subsidiary of Exterran Corporation).
10.6	Form of Services Agreement (with respect to services provided by a subsidiary of Archrock, Inc.).
10.7	Form of Storage Agreement (with respect to storage provided by a subsidiary of Exterran Corporation).
10.8	Form of Storage Agreement (with respect to storage provided by subsidiaries of Archrock, Inc. and Archrock Partners, L.P.).
10.9*†	Form of Exterran Corporation Stock Incentive Plan.
10.10*†	Form of Change of Control Agreement.
10.11*†	Form of Severance Benefit Agreement.
10.12†	Form of Indemnification Agreement.
10.13*†	Form of New Executive Employment Letter.
10.14*†	Employment Letter by and between Exterran Holdings, Inc. and Andrew J. Way, dated as of June 3, 2015.
21.1	List of Subsidiaries.
99.1	Information Statement of Exterran Corporation, preliminary and subject to completion, dated as of July 8, 2015.

* To be filed by amendment.

† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: July 8, 2015

Exterran Corporation

By: /s/ JON C. BIRO

Name: Jon C. Biro
Title: *Senior Vice President and Chief Financial Officer*

EXHIBIT INDEX

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QuickLinks

Exhibit 2.1

SEPARATION AND DISTRIBUTION AGREEMENT

BY AND AMONG

EXTERRAN HOLDINGS, INC.
(to be renamed Archrock, Inc.)

EXTERRAN GENERAL HOLDINGS LLC

EXTERRAN ENERGY SOLUTIONS, L.P.

EXTERRAN CORPORATION

AROC CORP.

EESLP LP LLC

AROC SERVICES GP LLC

AROC SERVICES LP LLC

AND

ARCHROCK SERVICES, L.P.

DATED AS OF [·], 2015

TABLE OF CONTENTS

Exhibits

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT is entered into effective as of [·], 2015 (this "***Agreement***"), by and among Exterran Holdings, Inc., a Delaware corporation ("***RemainCo***"), Exterran General Holdings LLC, a Delaware limited liability company and wholly owned subsidiary of RemainCo ("***General Holdings***"), Exterran Energy Solutions, L.P., a Delaware limited partnership and indirect wholly owned subsidiary of RemainCo ("***EESLP***"), Exterran Corporation, a Delaware corporation and wholly owned subsidiary of RemainCo ("***SpinCo***"), AROC Corp., a Delaware corporation and wholly owned subsidiary of EESLP ("***Controlled***"), EESLP LP LLC, a Delaware limited liability company and wholly owned subsidiary of SpinCo ("***EESLP LP***"), AROC Services GP LLC, a Delaware limited liability company and wholly owned subsidiary of Controlled ("***Controlled GP***"), AROC Services LP LLC, a Delaware limited liability company and wholly owned subsidiary of Controlled ("***Controlled LP***"), and Archrock Services, L.P., a Delaware limited partnership owned and indirect wholly owned subsidiary of Controlled ("***OpCo***"). RemainCo, General Holdings, EESLP, SpinCo, Controlled, EESLP LP, Controlled GP, Controlled LP and OpCo are each a "***Party***" and are sometimes referred to herein collectively as the "***Parties***." Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, RemainCo owns (i) all of the issued and outstanding shares of common stock, par value $0.01 per share, of SpinCo ("***SpinCo Common Stock***"), (ii) all of the outstanding membership interests in General Holdings (the "***General Holdings Interest***") and (iii) all of the outstanding limited partner interests in EESLP (the "***EESLP Interest***" and, together with the General Holdings Interest, the "***SpinCo Contributed Interests***");

WHEREAS, General Holdings is the sole general partner of EESLP;

WHEREAS, EESLP owns all of the issued and outstanding shares of common stock, par value $0.01 per share, of Controlled ("***Controlled Common Stock***");

WHEREAS, Controlled owns all of the outstanding limited liability company interests in (i) Controlled GP, which is the sole general partner of OpCo, and (ii) Controlled LP, which owns all of the outstanding limited partner interests in OpCo;

WHEREAS, SpinCo owns all of the outstanding limited liability company interests in EESLP LP;

WHEREAS, the Board of Directors of RemainCo (the "***RemainCo Board***") has determined that it is appropriate, advisable and in the best interests of RemainCo and its stockholders for RemainCo to separate the SpinCo Business from the RemainCo Business and to create a new publicly traded company that will operate the SpinCo Business;

WHEREAS, SpinCo has been incorporated for the purpose of operating the SpinCo Business after the External Distribution and has not engaged in activities except in preparation

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for its corporate reorganization (including activities with respect to the SpinCo Financing Arrangements) and the distribution of the SpinCo Common Stock;

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, EESLP shall contribute the Controlled Assets to Controlled in exchange for a continuation of its interest in Controlled and the assumption by Controlled of the Controlled Liabilities (the "***First Contribution***");

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, Controlled shall contribute the Controlled Assets to Controlled GP and Controlled LP on a pro rata basis in exchange for a continuation of its interest in such entities and the assumption by Controlled GP and Controlled LP on a pro rata basis of the Controlled Liabilities;

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, Controlled GP and Controlled LP shall contribute the Controlled Assets to OpCo on a pro rata basis in exchange for a continuation of each such entity's interest in OpCo and the assumption by OpCo of the Controlled Liabilities;

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, EESLP shall distribute to RemainCo and General Holdings the Controlled Common Stock, through a spin-off, all of the outstanding shares of Controlled Common Stock (together with the First Contribution, the "***Internal Distribution***");

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, RemainCo shall contribute the SpinCo Contributed Interests, the SpinCo Specified Assets and the SpinCo Intellectual Property to SpinCo in exchange for a continuation of its interest in SpinCo and the assumption by SpinCo of the SpinCo Specified Liabilities (the "***Second Contribution***");

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, SpinCo shall contribute the EESLP Interest, the SpinCo Specified Assets and the SpinCo Intellectual Property to EESLP LP in exchange for a continuation of its interest in EESLP LP and the assumption by EESLP LP of the SpinCo Specified Liabilities;

WHEREAS, on the terms and conditions set forth in this Agreement and in accordance with the Restructuring Steps Memorandum, EESLP LP shall contribute the SpinCo Specified Assets and the SpinCo Intellectual Property to EESLP in exchange for a continuation of its interest in EESLP and the assumption by EESLP of the SpinCo Specified Liabilities;

WHEREAS, RemainCo currently intends that, on the Distribution Date, RemainCo shall distribute to holders of shares of RemainCo Common Stock, through a spin-off, all of the outstanding shares of SpinCo Common Stock, as more fully described in this Agreement and the Ancillary Agreements (together with the Second Contribution, the "***External Distribution***");

WHEREAS, in furtherance of the foregoing, the RemainCo Board has determined that it is appropriate, advisable and in the best interest of RemainCo and its stockholders for RemainCo

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and its applicable Subsidiaries to pursue, and hereby approves the pursuit of, the Internal Distribution and the External Distribution, in each case as more fully described in this Agreement and the Ancillary Agreements;

WHEREAS, for U.S. federal income tax purposes (i) the Internal Distribution should qualify under Sections 355 and 368(a)(1)(D) of the Code and (ii) the External Distribution should qualify under Sections 355 and 368(a)(1)(D) of the Code;

WHEREAS, in connection with the transactions contemplated hereby, Exterran Holdings, Inc. will be renamed "Archrock, Inc."; and

WHEREAS, it is appropriate and advisable to set forth the principal corporate transactions required to effect the Internal Distribution and the External Distribution and certain other agreements that will govern certain matters relating to the Internal Distribution and the External Distribution and the relationship of RemainCo, SpinCo and their respective Subsidiaries, following the External Distribution.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"***AAA Commercial Arbitration Rules***" shall have the meaning set forth in Section 4.3(a).

"***Action***" means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any Governmental Authority or in any arbitration or mediation.

"***Adjusted Total Leverage Ratio***" shall have the meaning given to such term in the Revolving Credit Facility, except that Total Indebtedness (as defined in the Revolving Credit Facility) for any Testing Period shall be reduced by any amount by which SpinCo's consolidated working capital (defined as SpinCo's

consolidated total current assets less total current liabilities) exceeds $470 million.

"***Affiliate***" means, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, "control" (including with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, from and after the Effective Time and for purposes of this Agreement and the Ancillary Agreements, no member of the SpinCo Group shall be deemed to be an Affiliate of any member of the RemainCo Group, and no member of the RemainCo Group shall be deemed to be an Affiliate of any member of the SpinCo Group.

"***Agent***" means American Stock Transfer & Trust Co., LLC, as the distribution agent appointed by RemainCo to distribute to the stockholders of RemainCo all of the outstanding shares of SpinCo Common Stock pursuant to the External Distribution.

"***Agreement***" shall have the meaning set forth in the Preamble.

"***Allocable Portion***" means the portion of a Shared Liability for which RemainCo or SpinCo shall be responsible under Article VII hereof, which shall be allocated between such entities equally.

"***Amended Financial Report***" shall have the meaning set forth in Section 9.7(b).

"***Ancillary Agreements***" means the Employee Matters Agreement, the Joint Intellectual Property Agreement, the OpCo Service Agreement, the OpCo Storage Agreement, the EESLP Services Agreement, the EESLP Storage Agreement, the Supply Agreement, the Tax Matters Agreement, the Transition Services Agreement and the Transfer Documents.

"***Approvals or Notifications***" means any consents, waivers, approvals, permits or authorizations to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Authority.

"***Assets***" means, with respect to any Person, the assets, properties, claims and rights (including goodwill) of such Person, wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of such Person, including, unless expressly set forth more specifically or to the contrary in this Agreement or any Ancillary Agreement, the following:

(a) all accounting and other books, records, ledgers and files whether in print, microfilm, microfiche, computer tape or disc, magnetic tape, electronic, written or any other form;

(b) all apparatus, computers and other electronic data processing and communications equipment, fixtures, machinery, equipment (including shop and office equipment), tools, furniture, automobiles, trucks, motor vehicles and other transportation equipment and other tangible personal property;

(c) all inventories of materials, parts, raw materials, components, supplies, works-in-process and finished goods and products;

(d) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;

(e) (i) all interests in and rights with respect to any capital stock or other equity interests of any Subsidiary, Affiliate or any other Person, (ii) all bonds, notes, debentures or other securities issued by any Subsidiary, Affiliate or any other Person, (iii) all loans, advances

or other extensions of credit or capital contributions to any Subsidiary, Affiliate or any other Person and (iv) all other investments in securities of any Person;

(f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products, and other contracts, agreements or commitments;

(g) all deposits, letters of credit and performance and surety bonds;

(h) all written (including in electronic form) or oral technical information, data, specifications, research and development information, engineering drawings and specifications, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;

(i) all Intellectual Property;

(j) all Software;

(k) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product data and literature, artwork, design, formulations and specifications, development and business process files and data, vendor and customer drawings, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(l) all prepaid expenses, trade accounts and other accounts and notes receivable;

(m) all rights under Contracts or agreements, all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights whether sounding in tort, contract or otherwise, whether accrued or contingent;

(n) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(o) all Permits;

(p) all cash or cash equivalents, bank accounts, brokerage accounts, lock boxes, and other third-party deposit arrangements; and

(q) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

"***Audited Party***" shall have the meaning set forth in Section 8.7(a)(ii).

"***Business Day***" means any day that is not a Saturday, Sunday or any other day on which banking institutions located in the State of Texas are required or authorized by Law to be closed.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Contingent Amount***" shall have the meaning set forth in Section 9.7(a).

"***Contingent Period***" shall have the meaning set forth in Section 9.7(c).

"***Contract***" means any written, oral, implied or other contract, agreement, covenant, lease, license, guaranty, indemnity, representation, warranty, assignment, sales order, purchase order, power of attorney, instrument or other commitment, assurance, undertaking or arrangement that is binding on any Person or entity or any part of its property under applicable Law.

"***Contractor***" shall mean, with respect to any SpinCo Entity or RemainCo Entity, any independent individual or agency personnel who works or has worked for such entity (including, without limitation, full-time, part-time or temporary workers). Contractors may include, without limitation, independent contractors who invoice a SpinCo Entity or a RemainCo Entity (as applicable) directly for services provided and agency workers for which the applicable agency invoices a SpinCo Entity or a RemainCo Entity (as applicable) for services provided. For the avoidance of doubt, Contractors shall not include third-party firms, vendors or other entities that provide services relating to a particular expertise or subject matter to a SpinCo Entity or a RemainCo Entity or any of their employees or other personnel.

"***Controlled***" shall have the meaning set forth in the Preamble.

"***Controlled Accounts***" shall have the meaning set forth in Section 2.11(a).

"***Controlled Assets***" shall have the meaning set forth in Section 2.1(a).

"***Controlled Common Stock***" shall have the meaning set forth in the Recitals.

"***Controlled Contracts***" means:

(a) any Contract with respect to which the only Persons party thereto or with rights, benefits or obligations thereunder or whose Assets are bound thereby are members of the RemainCo Group and parties that are not Affiliates of the SpinCo Group;

(b) any employment, change of control, retention, consulting, indemnification, termination, severance or other similar agreements with any RemainCo Employee;

(c) the Contracts listed on Schedule 1.1C under the heading "Controlled Contracts";

(d) any Contract that is otherwise expressly contemplated pursuant to this Agreement or any of the Ancillary Agreements to be assigned to Controlled or any member of the RemainCo Group in connection with the First Contribution; and

(e) any Contract to which RemainCo or any of its Subsidiaries is a party prior to or as of the Effective Time, other than a Shared Contract, that primarily relates to the RemainCo Business.

"***Controlled GP***" shall have the meaning set forth in the Preamble.

"***Controlled Intellectual Property***" means the Intellectual Property set forth on Schedule 1.1A.

"***Controlled Liabilities***" shall have the meaning set forth in Section 2.2(a).

"***Controlled LP***" shall have the meaning set forth in the Preamble.

"***Controlled Properties***" means the real property set forth on Schedule 1.1D under the heading "Controlled Properties."

"***Controlled Software***" means the Software set forth on Schedule 1.1E.

"***Controlled Transfer Documents***" shall have the meaning set forth in Section 2.4(b).

"***Corporate Action***" means any Action, whether filed before, on or after the Effective Time, to the extent it asserts violations of any federal, state, local, foreign or international securities Law, securities class action or shareholder derivative claim.

"***Covered Matter***" shall have the meaning set forth in Section 7.16(i).

"***Custodial Party***" means the party that maintains the Records Facility where Stored Records are held.

"***D&O Policy***" means the policies set forth on Schedule 1.1B under the heading "D&O Policies."

"***Director***" shall mean, with respect to any SpinCo Entity or RemainCo Entity, a member of the board of directors or managers, as applicable, of such entity.

"***Dispute***" shall have the meaning set forth in Section 6.1(a).

"***Dispute Committee***" shall have the meaning set forth in Section 6.1(a).

"***Distribution Date***" means the date on which RemainCo, through the Agent, distributes all of the issued and outstanding shares of SpinCo Common Stock to holders of RemainCo Common Stock in the External Distribution.

"***EESLP***" shall have the meaning set forth in the Preamble.

"***EESLP LP***" shall have the meaning set forth in the Preamble.

"***EELSP Services Agreement***" means the Services Agreement, dated as of the date hereof, between EESLP, as service recipient, and OpCo, as service provider, in substantially the form attached as Exhibit C hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***EESLP Storage Agreement***" means the Storage Agreement, dated as of the date hereof, between EESLP, as storage provider, and OpCo and Archrock Field Services LLC, as owners, in substantially the form attached as Exhibit L hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Effective Time***" means 3:01 p.m. Central Time, or such other time as RemainCo may determine, on the Distribution Date.

"***Employee Matters Agreement***" means the Employee Matters Agreement, dated as of the date hereof, between OpCo and EESLP, in substantially the form attached as Exhibit B hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Environmental Law***" means any Law relating to pollution, protection or restoration of or prevention of harm to the environment or natural resources, including the use, handling, transportation, treatment, storage, disposal, Release or discharge of Hazardous Materials or the protection of or prevention of harm to human health and safety.

"***Environmental Liabilities***" means all Liabilities relating to, arising out of or resulting from any Hazardous Materials, Environmental Law or contract or agreement relating to environmental, health or safety matters (including all removal, remediation or cleanup costs, investigatory costs, response costs, natural resources damages, property damages, personal injury damages, costs of compliance, including with any product take-back requirements, or with any settlement, judgment or other determination of Liability and indemnity, contribution or similar obligations) and all costs and expenses, interest, fines, penalties or other monetary sanctions in connection therewith.

"***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder, as the same shall be in effect at the time reference is made thereto.

"***EXLP***" means Exterran Partners, L.P., a Delaware limited partnership.

"***External Distribution***" shall have the meaning set forth in the Recitals.

"***Exterran Name and Marks***" means the names, marks, trade dress, logos, monograms, domain names and other source or business identifiers of RemainCo or any of its Affiliates using or containing "Exterran," "Exterran" either alone or in combination with other words or elements, and all names, marks, trade dress, logos, monograms, domain names and other source or business identifiers confusingly similar to or embodying any of the foregoing either alone or in combination with other words or elements, together with the goodwill associated with any of the foregoing.

"***Exterran Venezuela***" means Exterran Venezuela, C.A., a company organized under the laws of Venezuela, and an indirect wholly owned subsidiary of EESLP following Effective Time.

"***EXV***" shall have the meaning set forth in Section 9.7(a)(i).

"***EXV Contract***" shall have the meaning set forth in Section 9.7(a)(i).

"***First Contribution***" shall have the meaning set forth in the Recitals.

"***Force Majeure***" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been reasonably foreseen by such Party (or such Person) or, if it could have been reasonably foreseen, was unavoidable, and includes acts of God, storms, floods, riots, labor unrest, pandemics, nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military

authorities, acts of war (declared or undeclared) or armed hostilities, or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution or transportation facilities.

"***Form 10***" means the registration statement on Form 10 (File No. 001-36875) filed by SpinCo with the SEC in connection with the External Distribution, including any amendments or supplements thereto.

"***General Holdings***" shall have the meaning set forth in the Preamble.

"***General Holdings Interest***" shall have the meaning set forth in the Recitals.

"***Governmental Approvals***" means any notices or reports to be submitted to, or other filings to be made with, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Authority.

"***Governmental Authority***" means any nation or government, any state, province, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, provincial, regional, local, domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any official thereof.

"***Gross Margin***" shall have the meaning set forth in Section 9.3(a).

"***Group***" means either the SpinCo Group or the RemainCo Group, as the context requires.

"***Hazardous Materials***" means any chemical, material, substance, waste, pollutant, emission, discharge, release or contaminant that could result in liability under, or that is prohibited, limited or regulated by or pursuant to, any Environmental Law, and any natural or artificial substance (whether solid, liquid or gas, noise, ion, vapor or electromagnetic) that could cause harm to human health or the environment, including petroleum, petroleum products and byproducts, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances.

"***Indebtedness***" of any specified Person means (a) all obligations of such specified Person for borrowed money or arising out of any extension of credit to or for the account of such specified Person (including reimbursement or payment obligations with respect to surety bonds, letters of credit, bankers' acceptances and similar instruments), (b) all obligations of such specified Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such specified Person upon which interest charges are customarily paid, (d) all obligations of such specified Person under conditional sale or other title retention agreements relating to Assets purchased by such specified Person, (e) all obligations of such specified Person issued or assumed as the deferred purchase price of property or services, (f) all liabilities secured by (or for which any Person to which any such liability is owed has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge or other encumbrance on property owned

or acquired by such specified Person (or upon any revenues, income or profits of such specified Person therefrom), whether or not the obligations secured thereby have been assumed by the specified Person or otherwise become liabilities of the specified Person, (g) all capital lease obligations of such specified Person, (h) all securities or other similar instruments convertible or exchangeable into any of the foregoing, but excluding daily cash overdrafts associated with routine cash operations, and (i) any liability of others of a type described in any of the preceding clauses (a) through (g) in respect of which the specified Person has incurred, assumed or acquired a liability by means of a guaranty, excluding any obligations related to Taxes.

"***Indemnifying Party***" shall have the meaning set forth in Section 7.4(a).

"***Indemnitee***" shall have the meaning set forth in Section 7.4(a).

"***Indemnity Payment***" shall have the meaning set forth in Section 7.4(a).

"***Indenture***" shall have the meaning set forth in Section 9.7(a).

"***Information***" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, memos and other technical, financial, employee or business information or data.

"***Information Statement***" means the Information Statement attached as an exhibit to the Form 10 and sent to the holders of RemainCo Common Stock in connection with the External Distribution, including any amendment or supplement thereto.

"***Initial Notice***" shall have the meaning set forth in Section 6.2.

"***Initial SpinCo Intellectual Property***" all Intellectual Property that, as of the Effective Time, is owned or licensed by any member of either Group, other than the Controlled Intellectual Property or the SpinCo Intellectual Property.

"***Insurance Policies***" means the insurance policies (including any agreements related to such policies) set forth in Schedule 1.1B; *provided*, *however*, that for purposes of this Agreement any D&O Policies shall not constitute Insurance Policies.

"***Insurance Proceeds***" means those monies:

(a) received by an insured from an insurance carrier; or

(b) paid by an insurance carrier on behalf of the insured;

in either such case net of any costs or expenses incurred in the collection thereof; provided, however, that with respect to a captive insurance arrangement, Insurance Proceeds shall only include net amounts received by the captive insurer from a Third Party in respect of any captive reinsurance arrangement.

"***Insured Claims***" shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Shared Policies, whether or not subject to deductibles, co-insurance, uncollectability or retrospectively-rated premium adjustments.

"***Intellectual Property***" means all of the following whether arising under the Laws of the United States or of any other foreign or multinational jurisdiction: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, substitutions, renewals, extensions and reexaminations of any of the foregoing, and all rights in any of the foregoing provided by international treaties or conventions, (b) trademarks, service marks, trade names, service names, trade dress, logos and other source or business identifiers, including all goodwill associated with any of the foregoing and any and all common law rights in and to any of the foregoing, registrations and applications for registration of any of the foregoing, all rights in and to any of the foregoing provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing, (c) Internet domain names, (d) copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, whether or not registered, and all registrations and applications for registration of any of the foregoing, and all rights in and to any of the foregoing provided by international treaties or conventions, (e) confidential and proprietary information, including trade secrets, invention disclosures, processes and know-how and (f) intellectual property rights arising from or in respect of any technology.

"***Internal Distribution***" shall have the meaning set forth in the Recitals.

"***Joint Claims***" means any claims under any Insurance Policy or D&O Policy that (a) the insurance carrier claims or could reasonably be expected to claim relate to a single incident or occurrence and (b) results or could reasonably be expected to result in the payment of Insurance Proceeds to or for the benefit of both one or more members of the RemainCo Group and one or more members of the SpinCo Group.

"***Joint Intellectual Property Agreement***" means the Joint Intellectual Property Agreement, dated as of the date hereof, among SpinCo, Controlled and EESLP, in substantially the form attached as Exhibit J hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***JV Contract***" shall have the meaning set forth in Section 9.7(a).

"***Law***" means any national, supranational, federal, state, provincial, regional, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any income tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other legally enforceable requirement, in each case, enacted, promulgated, issued or entered by a Governmental Authority.

"***Liabilities***" means any and all Indebtedness, guarantees, assurances, commitments, liabilities, responsibilities, Losses, remediation, deficiencies, reimbursement obligations in respect of letters of credit, damages, fines, penalties, settlements, sanctions, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, accrued or not accrued, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, known or unknown, reserved or unreserved, reflected on a balance sheet or otherwise, or determined or determinable, including those arising under any Law, claim

(including any Third-Party Claim), demand, Action, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority or arbitration tribunal, and those arising under any Contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking, or any fines, damages or equitable relief that is imposed, in each case, including all costs and expenses relating thereto.

"***Losses***" means any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, interest costs, fines and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder), whether or not involving a Third-Party Claim, other than Taxes.

"***Misdirected Payment***" shall have the meaning set forth in Section 2.11(f).

"***Non-Compete Period***" shall have the meaning set forth in Section 9.3(a).

"***Non-Custodial Party***" means the party that owns Stored Records held in the other party's Records Facility.

"***NYSE***" means the New York Stock Exchange.

"***Omnibus Agreement***" means the Fourth Amended and Restated Omnibus Agreement, dated as of the date hereof, among RemainCo, OpCo, Exterran GP LLC, Exterran General Partner, L.P., EXLP and Exterran Operating LLC, in substantially the form approved by the RemainCo Board, as such agreement may be modified or amended from time to time in accordance with its terms.

"***OpCo***" shall have the meaning set forth in the Preamble.

"***OpCo Services Agreement***" means the Services Agreement, dated as of the date hereof, between OpCo, as service provider, and EESLP, as service recipient, in substantially the form attached as Exhibit D hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***OpCo Storage Agreement***" means the Reciprocal Storage Agreement, dated as of the date hereof, between OpCo, as storage provider, and EESLP, as owner, in substantially the form attached as Exhibit K hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Other Party's Auditor***" shall have the meaning set forth in Section 8.7(a)(ii).

"***Parties***" or "***Party***" shall have the meaning set forth in the Preamble.

"***PDVSA***" shall have the meaning set forth in Section 9.7(a)(i).

"***Permit***" means all permits, licenses, franchises, authorizations, concessions, certificates, consents, exemptions, approvals, variances, registrations, or similar authorizations from any Governmental Authority.

"***Person***" means any individual, general or limited partnership, corporation, business trust, joint venture, association, company, limited liability company, unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"***Policies***" shall mean insurance policies and insurance Contracts of any kind (other than life and benefits policies or Contracts), including primary, excess and umbrella policies, general liability policies, punitive damages liability, control of well, railroad protective liability, cyber liability, director and officer liability, fiduciary liability, automobile, aircraft, property, terrorism, business interruption, workers' compensation and employee dishonesty insurance policies, surety bonds and captive insurance company arrangements, together with the rights, benefits and privileges thereunder.

"***Predecessor Names and Marks***" means the names, marks, trade dress, logos, monograms, domain names and other source or business identifiers of RemainCo, SpinCo or any of their respective Affiliates using or containing "Hanover" or "Universal," "Hanover" or "Universal" alone or in combination with other words or elements and all names, marks, trade dress, logos, monograms, domain names and other source or business identifiers confusingly similar to or embodying any of the foregoing either alone or in combination with other words or elements, together with the goodwill associated with any of the foregoing.

"***Prime Rate***" means the rate announced from time to time by Wells Fargo Bank, National Association (or any successor thereto or other major money center commercial bank agreed to by the parties hereto) at its New York, New York office as its prime rate or base rate for U.S. Dollar loans in the United States of America in effect on the date of determination.

"***Privileged Information***" means any information, in written, oral, electronic or other tangible or intangible forms, including any communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), as to which a party or its respective Subsidiaries would be entitled to assert or have a privilege, including the attorney-client and attorney work product privileges.

"***Prohibited Business***" shall have the meaning set forth in Section 9.3(a).

"***Record Date***" means 5:00 p.m. Central Time on the date to be determined by the RemainCo Board as the record date for determining stockholders of RemainCo entitled to receive shares of SpinCo Common Stock in the External Distribution.

"***Record Holders***" means the holders of record of RemainCo Common Stock as of the Record Date.

"***Records Facility***" shall have the meaning set forth in Section 8.4(a).

"***Release***" means any release, spill, emission, discharge, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration of Hazardous Materials into the environment (including ambient air, surface water, groundwater and surface or subsurface strata).

"***RemainCo***" shall have the meaning set forth in the Preamble.

"***RemainCo Board***" shall have the meaning set forth in the Recitals.

"***RemainCo Business***" means all businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted by RemainCo and its Subsidiaries and Affiliates prior to the Effective Time that are not included in the SpinCo Business.

"***RemainCo Common Stock***" means the common stock, par value $0.01 per share, of RemainCo.

"***RemainCo Employee***" shall mean each Employee, Contractor or Director who provides services primarily for the benefit of the RemainCo Business and who, following the Effective Time, remains employed by or in service with any RemainCo Entity, including any such active employees and any such employees on approved leaves of absence. RemainCo Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Schedule 1.1L attached hereto.

"***RemainCo Group***" means RemainCo, each Subsidiary of RemainCo immediately after the Effective Time and each Affiliate of RemainCo immediately after the Effective Time, including Controlled and its Subsidiaries (in each case other than any member of the SpinCo Group).

"***RemainCo Indemnitees***" shall have the meaning set forth in Section 7.2.

"***Representatives***" means, with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

"***Restructuring Steps Memorandum***" means the memorandum setting forth the restructuring steps to be taken prior to the Effective Time and the sequence thereof, a copy of which is attached hereto as Exhibit A.

"***Revolving Credit Facility***" means the revolving credit facility to be established pursuant to a credit agreement entered into prior to the Effective Time by EESLP, as borrower, SpinCo, Wells Fargo Bank, National Association, as administrative agent, and the lenders named therein, on such terms and conditions as agreed to by SpinCo and the other parties to such credit agreement.

"***SEC***" means the U.S. Securities and Exchange Commission.

"***Second Contribution***" shall have the meaning set forth in the Recitals.

"***Securities Act***" means the U.S. Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder, as the same shall be in effect at the time reference is made thereto.

"***Security Interest***" means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever.

"***Shared Contract***" shall have the meaning set forth in Section 2.10(a).

"***Shared Liabilities***" means (i) the Liabilities identified on Schedule 1.1H, or (ii) any Liability that is described as both a Controlled Liability in Section 2.2(a)(i) and a SpinCo Liability in Section 2.2(b)(i).

"***Shared Policies***" means all Policies, current or past, which are owned or maintained by or on behalf of RemainCo or any of its Subsidiaries which relate to the SpinCo Business and the RemainCo Business.

"***Shortfall Amount***" shall have the meaning set forth in Section 9.7(a).

"***Software***" means any and all (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) databases and compilations, including any and all data and collections of data, whether machine-readable or otherwise, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (e) documentation, including user manuals and other training documentation, relating to any of the foregoing.

"***Specified Party***" shall have the meaning set forth in Section 2.11(f).

"***SpinCo***" shall have the meaning set forth in the Preamble.

"***SpinCo Accounts***" shall have the meaning set forth in Section 2.11(a).

"***SpinCo Assets***" shall have the meaning set forth in Section 2.1(b).

"***SpinCo Balance Sheet***" unaudited pro forma condensed combined balance sheet of the SpinCo Group as of March 31, 2015, including the notes thereto, included in the Information Statement.

"***SpinCo Business***" means (a) the contract operations and aftermarket services businesses conducted for the benefit of customers outside of the United States by, and the global fabrication business of, RemainCo and its direct and indirect Subsidiaries on a consolidated basis immediately prior to the date hereof, and (b) without limiting the foregoing clause (a) and except as otherwise expressly provided in this Agreement, (i) the global provision of aftermarket services with respect to production equipment by RemainCo and its direct and indirect Subsidiaries on a consolidated basis immediately prior to the date hereof and (ii) any terminated,

divested or discontinued businesses, Assets or operations that were of such a nature that they would be part of the SpinCo Business (as described in the foregoing clause (a)) had they not been terminated, divested or discontinued (regardless of whether they ever operated under the "SpinCo" name); *provided*, *however*, that the SpinCo Business shall exclude the businesses set forth on Schedule 1.1G.

"***SpinCo Certificate of Incorporation***" shall have the meaning set forth in Section 5.1(f).

"***SpinCo Common Stock***" shall have the meaning set forth in the Recitals.

"***SpinCo Contracts***" means:

(a) any Contract with respect to which the only Persons party thereto or with rights, benefits or obligations thereunder or whose Assets are bound thereby are members of the SpinCo Group and third parties that are not Affiliates of the RemainCo Group;

(b) any employment, change of control, retention, consulting, indemnification, termination, severance or other similar agreements with any SpinCo Employee or consultants of the SpinCo Group;

(c) the Contracts listed on Schedule 1.1C under the heading "SpinCo Contracts";

(d) any Contract that is neither a Controlled Contract nor a Shared Contract; and

(e) unless otherwise identified pursuant to clauses (a)-(d), any Contract to which RemainCo or any of its Subsidiaries is a party prior to or as of the Effective Time, other than a Shared Contract, that primarily relates to the SpinCo Business.

"***SpinCo Contributed Interests***" shall have the meaning set forth in the Recitals.

"***SpinCo Debt Financing***" means the offering of EESLP's [·]% senior notes due [·] to initial purchasers as contemplated by that certain Purchase Agreement, dated [·], 2015, by and among EESLP, EES Finance Corp., SpinCo, the other guarantors listed therein and the initial purchasers listed therein.

"***SpinCo Employee***" means each Employee, Contractor or Director who provides services primarily for the benefit of the SpinCo Business and who, following the Effective Time, remains employed by or in service with any SpinCo Entity, including any such active employees and any such employees on approved leaves of absence. SpinCo Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Schedule 1.1K attached hereto.

"***SpinCo Entity***" shall have the meaning set forth in Section 2.1(b)(ii)(B).

"***SpinCo Financing Arrangements***" means the Revolving Credit Facility and the SpinCo Debt Financing, collectively.

"***SpinCo Group***" means SpinCo and the SpinCo Entities.

"***SpinCo Indemnitees***" shall have the meaning set forth in Section 5.3.

"***SpinCo Intellectual Property***" means (a) the Exterran Name and Marks and (b) the Intellectual Property set forth in Schedule 1.1I.

"***SpinCo Liabilities***" shall have the meaning set forth in Section 2.2(b).

"***SpinCo Policies***" shall mean all Policies, current or past, which are owned or maintained by or on behalf of RemainCo or any Subsidiary of RemainCo, which relate exclusively to the SpinCo Business and which Policies are either maintained by SpinCo or a member of the SpinCo Group or assignable to SpinCo or a member of the SpinCo Group.

"***SpinCo Properties***" means the real property set forth on Schedule 1.1D under the heading "SpinCo Properties."

"***SpinCo Software***" means all Software that, as of the Effective Time, is owned or licensed by any member of either Group, other than the Controlled Software.

"***SpinCo Specified Assets***" means the assets set forth on Schedule 1.1J.

"***SpinCo Specified Liabilities***" means the liabilities set forth on Schedule 1.1F.

"***SpinCo Transfer Documents***" shall have the meaning set forth in Section 2.5(b).

"***Stored Records***" means Tangible Information held in a Records Facility maintained or arranged for by the party other than the party that owns such Tangible Information.

"***Subsequent Receipts***" shall have the meaning set forth in Section 9.7(d).

"***Subsidiary***" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns or controls, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such Person, (ii) the total combined equity interests or (iii) the capital or profit interests, in the case of a partnership, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"***Supply Agreement***" means the Supply Agreement, dated as of the date hereof, among OpCo, EXLP Operating, LLC and EESLP, in substantially the form attached as Exhibit F hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Tangible Information***" means Information that is contained in written, electronic or other tangible forms.

"***Tax Matters Agreement***" means the Tax Matters Agreement, dated as of the date hereof, between RemainCo and SpinCo, in substantially the form attached as Exhibit G hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Tax Return***" shall have the meaning set forth in the Tax Matters Agreement.

"***Tax***" shall have the meaning set forth in the Tax Matters Agreement.

"***Testing Period***" shall have the meaning given to such term in the Revolving Credit Facility.

"***Third Party***" shall have the meaning set forth in Section 7.5(a).

"***Third-Party Claim***" shall have the meaning set forth in Section 7.5(a).

"***Transaction Counterparty***" shall have the meaning set forth in Section 9.3(a).

"***Transfer Documents***" shall have the meaning set forth in Section 2.5(b).

"***Transferred Controlled Entity***" shall have the meaning set forth in Section 2.1(a)(ii)(B).

"***Transition Services Agreement***" means the Transition Services Agreement, dated as of the date hereof, between OpCo and EESLP, in substantially the form attached as Exhibit H hereto, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Unreleased Controlled Liability***" shall have the meaning set forth in Section 2.7(b).

"***Unreleased SpinCo Liability***" shall have the meaning set forth in Section 2.8(b).

"***Unreleased SpinCo Specified Liability***" shall have the meaning set forth in Section 4.5(b).

ARTICLE II.
FIRST CONTRIBUTION

2.1 **Assets.**

(a) For purposes of this Agreement, "***Controlled Assets***" means (without duplication):

(i) all Assets that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to or to belong to Controlled or any other member of the RemainCo Group, including the Assets listed on Schedule 2.1(a)(i) and any Schedule to any Ancillary Agreement;

(ii) unless described in Section 2.1(b)(i), all Assets primarily relating to or arising out of the RemainCo Business as conducted at or immediately prior to the Effective Time, including, without limitation, the following:

(A) all Assets owned and used or held for use immediately prior to the Effective Time by RemainCo or any of its Subsidiaries primarily in the RemainCo

Business, including the Controlled Contracts, Controlled Intellectual Property, Controlled Software and Controlled Properties and any Assets thereupon as of the Effective Time; and

(B) all issued and outstanding equity interests held by EESLP, directly or indirectly, in the Subsidiaries of EESLP that have been or shall be contributed to, or otherwise transferred, conveyed, or assigned to, Controlled (which interests may be subsequently transferred, at the direction of Controlled, to direct or indirect wholly owned Subsidiaries of Controlled that shall be members of the RemainCo Group as of the Effective Time and are listed on Schedule 2.1(a)(ii)(B) (such Subsidiaries, the "***Transferred Controlled Entities***"));

(iii) all RemainCo Employees (notwithstanding that, to facilitate the transfer of RemainCo Employees to Controlled, the RemainCo Employees shall be treated as employees of EESLP until the day immediately following the Distribution Date for payroll and other administrative purposes); and

(iv) any Privileged Information that relates to the RemainCo Business.

(b) For purposes of this Agreement, "***SpinCo Assets***" means (without duplication):

(i) all Assets that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to or to belong to SpinCo or any other member of the SpinCo Group, including the Assets listed on Schedule 2.1(b)(i) and any Schedule to any Ancillary Agreement;

(ii) unless described in Section 2.1(a)(i), all Assets primarily relating to or arising out of the SpinCo Business as conducted at or immediately prior to the Effective Time, including, without limitation, the following:

(A) all Assets owned and used or held for use immediately prior to the Internal Distribution by RemainCo or any of its Subsidiaries primarily in the SpinCo Business, including the SpinCo Contracts, Initial SpinCo Intellectual Property, SpinCo Software and SpinCo Properties and any Assets thereupon as of the Effective Time; and

(B) all issued and outstanding equity interests held by SpinCo in the Subsidiaries of SpinCo that have been or shall be contributed to, or otherwise transferred, conveyed, or assigned to, the SpinCo Group or entities that shall be members of the SpinCo Group as of the Effective Time, as listed on Schedule 2.1(b)(ii)(B) (such Subsidiaries and entities, the "***SpinCo Entities***");

(iii) unless described in Section 2.1(a)(i) or 2.1(a)(ii), all Assets reflected as assets of SpinCo or its Subsidiaries on the SpinCo Balance Sheet (or any subsequently acquired or created Assets that would have been reflected on a later-dated balance sheet of SpinCo), subject to any dispositions of such Assets subsequent to the date of the SpinCo Balance Sheet;

(iv) all SpinCo Employees; and

(v) any Privileged Information that relates to the SpinCo Business.

2.2 **Liabilities.**

(a) For the purposes of this Agreement, "***Controlled Liabilities***" means (without duplication):

(i) the Liabilities listed on Schedule 2.2(a)(i) and any and all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement or any Schedule to any Ancillary Agreement as Liabilities to be retained or assumed by Controlled or any member of the RemainCo Group, and all agreements, obligations and Liabilities of any member of the RemainCo Group under this Agreement or any of the Ancillary Agreements;

(ii) unless described in Section 2.2(b)(i) or 2.2(b)(v), all Liabilities, including any Environmental Liabilities, whether arising before, on or after the Effective Time, to the extent relating to, arising out of or resulting from:

(A) the ownership of the Controlled Properties or the operation of any business on the Controlled Properties, as conducted at any time prior to, on or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any Person relating to the Controlled Properties (whether or not such act or failure to act is or was within such Person's authority));

(B) unless described in Section 2.2(b)(ii)(A), the operation of the RemainCo Business, as conducted at any time prior to, on or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any Person (whether or not such act or failure to act is or was within such Person's authority) relating to the operation of the RemainCo Business or any Shared Contracts to the extent such Liabilities relate to the RemainCo Business); or

(C) any Controlled Asset; and

(iii) RemainCo's Allocable Portion of any Shared Liability.

(b) For the purposes of this Agreement, "***SpinCo Liabilities***" means (without duplication):

(i) the Liabilities listed on Schedule 2.2(b)(i) and any and all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement or any Schedule to any Ancillary Agreement as Liabilities to be retained or assumed by SpinCo or any member of the SpinCo Group, and all agreements, obligations and Liabilities of any member of the SpinCo Group under this Agreement or any of the Ancillary Agreements;

(ii) unless described in Section 2.2(a)(i) or 2.2(a)(iii), all Liabilities that are both (x) currently held by EESLP or a member of the SpinCo Group, including any Environmental Liabilities, whether arising before, on or after the Effective Time and (y) to the extent relating to, arising out of or resulting from:

(A) the ownership of the SpinCo Properties or the operation of the any business on the SpinCo Properties, as conducted at any time prior to, on or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any Person relating to the SpinCo Properties (whether or not such act or failure to act is or was within such Person's authority));

(B) unless described in Section 2.2(a)(ii)(A), the operation of the SpinCo Business, as conducted at any time prior to, on or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any Person (whether or not such act or failure to act is or was within such Person's authority) or arising under any Shared Contracts to the extent such Liabilities relate to the SpinCo Business);

(C) the assumption or retention of the SpinCo Specified Liabilities (except as set forth in any Ancillary Agreement); or

(D) any SpinCo Asset, including, following the completion of the Second Contribution, any of the SpinCo Contributed Interests, the SpinCo Specified Assets and the SpinCo Intellectual Property;

(iii) all Liabilities relating to, arising out of or resulting from the SpinCo Financing Arrangements (to the extent such liabilities are not Shared Liabilities);

(iv) unless described in Section 2.2(a), all Liabilities reflected as liabilities or obligations of SpinCo or its Subsidiaries on the SpinCo Balance Sheet (or subsequently incurred or accrued Liabilities that would have been reflected on a later-dated balance sheet of SpinCo), subject to any discharge of such Liabilities subsequent to the date of the SpinCo Balance Sheet; and

(v) SpinCo's Allocable Portion of any Shared Liability.

2.3 **Allocation of Assets and Liabilities.**

(a) Any Asset that is described as both a Controlled Asset in Section 2.1(a)(i) and a SpinCo Asset in Section 2.1(b)(i) shall be allocated:

(i) to the RemainCo Group, if such Asset primarily relates to or arises out of the RemainCo Business as conducted at or immediately prior to the Effective Time;

(ii) to the SpinCo Group, if such Asset primarily relates to or arises out of the SpinCo Business as conducted at or immediately prior to the Effective Time; or

(iii) equally between the RemainCo Group, on the one hand, and the SpinCo Group, on the other hand, if such Asset does not primarily relate to or arise out of either the RemainCo Business or the SpinCo Business, each as conducted at or immediately prior to the Effective Time.

(b) Any Asset that is not described as either a Controlled Asset in Section 2.1(a) or a SpinCo Asset in Section 2.1(b) shall be allocated equally between the RemainCo Group, on the one hand, and the SpinCo Group, on the other hand, unless the Parties determine otherwise by mutual agreement.

(c) Unless the Parties determine otherwise by mutual agreement, any Shared Liability shall be allocated equally between the RemainCo Group, on the one hand, and the SpinCo Group, on the other hand.

2.4 **Transfer of Controlled Assets and Assumption of Controlled Liabilities.**

(a) Unless otherwise provided in this Agreement or in any Ancillary Agreement, prior to the Effective Time in accordance with the Restructuring Steps Memorandum and to the extent not previously effected prior to the date hereof pursuant to the steps of the Restructuring Steps Memorandum (for the avoidance of doubt, the Restructuring Steps Memorandum shall take precedence in the event of any conflict between the terms of this Section 2.4 and the Restructuring Steps Memorandum):

(i) EESLP shall assign, transfer, convey and deliver to Controlled, and Controlled shall accept from EESLP, all of EESLP's direct or indirect right, title and interest in and to all of the Controlled Assets (it being understood that if any Controlled Asset shall be held by a Transferred

Controlled Entity or a wholly owned Subsidiary of a Transferred Controlled Entity, such Controlled Asset will remain an asset of the applicable Transferred Controlled Entity or wholly owned Subsidiary of a Transferred Controlled Entity and will be deemed assigned, transferred, conveyed and delivered as a result of the transfer of all or substantially all of the equity interests in such Transferred Controlled Entity); and

(ii) Controlled shall accept, assume and agree faithfully to perform, discharge and fulfill all Controlled Liabilities in accordance with their respective terms (it being understood that if any Controlled Liability shall be the obligation of a Transferred Controlled Entity or a wholly owned Subsidiary of a Transferred Controlled Entity, such Controlled Liability will remain a liability of the applicable Transferred Controlled Entity or wholly owned Subsidiary of a Transferred Controlled Entity and will be deemed assigned, transferred, conveyed and delivered as a result of the transfer of all or substantially all of the equity interests in such Transferred Controlled Entity). Controlled or the applicable Transferred Controlled Entity or wholly owned Subsidiary of a Transferred Controlled Entity shall be responsible for all Controlled Liabilities, regardless of when or where such Controlled Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Effective Time, regardless of where or against whom such Controlled Liabilities are asserted or determined or whether asserted or determined prior to the date hereof, and regardless of

whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud, misrepresentation, breach of contract or any other cause by any member of either Group, or any of their respective directors, officers, employees or agents.

(b) In furtherance of the assignment, transfer, conveyance and delivery of the Controlled Assets and the assumption or retention by Controlled (or, at the direction of Controlled, one of Controlled's direct or indirect wholly owned Subsidiaries) of the Controlled Liabilities in accordance with Sections 2.1(a)(i) and 2.1(a)(ii), on, before or as of the date that such Controlled Assets are assigned, transferred, conveyed or delivered or such Controlled Liabilities are assumed, (i) EESLP shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such transfer, contribution, distribution or other similar agreements, bills of sale, deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of EESLP's and its Subsidiaries' (other than Controlled and its Subsidiaries) right, title and interest in and to the Controlled Assets to Controlled (or, at the direction of Controlled, one of its Subsidiaries), and (ii) Controlled (or such Subsidiary) shall execute and deliver such assumptions of contracts and any other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Controlled Liabilities by Controlled (or such Subsidiary). All of the documents contemplated by this Section 2.4(b) are referred to collectively herein as the "***Controlled Transfer Documents***."

(c) To the extent that any Controlled Asset is not transferred or assigned to, or any Controlled Liability is not assumed or retained by, Controlled (or at the direction of Controlled, one of Controlled's direct or indirect wholly owned Subsidiaries) prior to the Effective Time or is owned or held by a member of the SpinCo Group at or after the Effective Time, from and after the Effective Time, any such Controlled Asset or Controlled Liability shall be held by such member of the SpinCo Group for the use and benefit of Controlled (or its applicable Subsidiary), at the expense of the member of the RemainCo Group entitled thereto, in accordance with Section 2.5(c) and subject to Section 2.5(b):

(i) EESLP shall, and shall cause its applicable Subsidiaries to, as soon as reasonably practicable, assign, transfer, convey and deliver to Controlled or certain of its Subsidiaries designated by Controlled, and Controlled or such Subsidiaries shall accept from EESLP and its applicable Subsidiaries, all of EESLP's and such Subsidiaries' respective right, title and interest in and to such Controlled Assets; and

(ii) Controlled and certain of its Subsidiaries designated by Controlled shall, as soon as reasonably practicable, accept, assume and agree faithfully to perform, discharge and fulfill all such Controlled Liabilities in accordance with their respective terms.

(d) Controlled hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Controlled Assets to any member of the RemainCo Group.

2.5 **Transfer of SpinCo Assets and Assumption of SpinCo Liabilities.**

(a) To the extent that any SpinCo Asset is transferred or assigned to, or any SpinCo Liability is assumed by, a member of the RemainCo Group prior to the Effective Time or, except as set forth in Article IV, is owned or held by a member of the RemainCo Group at or after the Effective Time, from and after the Effective Time, any such SpinCo Asset or SpinCo Liability shall be held by such member of the RemainCo Group for the use and benefit of the member of the SpinCo Group entitled thereto (at the expense of the member of the SpinCo Group entitled thereto) in accordance with Section 2.5(d), subject to Section 4.2(b) and:

(i) RemainCo shall, and shall cause its applicable Subsidiaries to, as soon as reasonably practicable, assign, transfer, convey and deliver to SpinCo or certain of its Subsidiaries designated by SpinCo, and SpinCo or such Subsidiaries shall accept from RemainCo and its applicable Subsidiaries, all of RemainCo's and such Subsidiaries' respective right, title and interest in and to such SpinCo Assets; and

(ii) SpinCo and certain of its Subsidiaries designated by EESLP shall, as soon as reasonably practicable, accept, assume and agree faithfully to perform, discharge and fulfill all such SpinCo Liabilities in accordance with their respective terms.

(b) In furtherance of the assignment, transfer, conveyance and delivery of SpinCo Assets and the assumption or retention by a member of the SpinCo Group of SpinCo Liabilities in accordance with Sections 2.5(a)(i) and 2.5(a)(ii), and without any additional consideration therefor: (i) RemainCo shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such transfer, contribution, distribution or other similar agreements bills of sale, deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of SpinCo's and its Subsidiaries' right, title and interest in and to the SpinCo Assets to SpinCo and its Subsidiaries and (ii) SpinCo shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such assumptions of contracts and any other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the SpinCo Liabilities. All of the foregoing documents contemplated by this Section 2.5(b) shall be referred to collectively herein as the "***SpinCo Transfer Documents***" and, together with the Controlled Transfer Documents, the "***Transfer Documents***."

(c) EESLP hereby waives compliance by each and every member of the RemainCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group.

2.6 **Approvals and Notifications.**

(a) To the extent that the Internal Distribution or any assignment, transfer, conveyance or delivery of any Controlled Asset, assumption or retention by a member of the RemainCo Group of any Controlled Liability, transfer or assignment of any SpinCo Asset or assumption of any SpinCo Liability in connection with the Internal Distribution requires any Approvals or Notifications, the parties shall endeavor to obtain or make such Approvals or Notifications as soon as reasonably practicable; *provided, however*, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed

between EESLP and Controlled, neither EESLP nor Controlled shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(b) If and to the extent that the valid, complete and perfected transfer or assignment to the RemainCo Group of any RemainCo Assets or assumption by the RemainCo Group of any Controlled Liabilities would be a violation of applicable Law, would result in a breach, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under any Contract or would otherwise adversely affect the rights of a member of the RemainCo Group or the SpinCo Group thereunder or require any Approvals or Notifications in connection with the Internal Distribution that have not been obtained or made by the Effective Time, then, unless the parties hereto shall otherwise mutually determine, the transfer or assignment to the RemainCo Group of such Controlled Assets, or the assumption by the RemainCo Group of such Controlled Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such Controlled Assets or Controlled Liabilities shall continue to constitute Controlled Assets or Controlled Liabilities, as applicable, for all other purposes of this Agreement.

(c) If any transfer or assignment of any Controlled Asset or any assumption of any Controlled Liability intended to be transferred, assigned or assumed in connection with the Internal Distribution hereunder, as the case may be, is not consummated prior to the Effective Time, whether as a result of the provisions of Section 2.6(b) or for any other reason, then, insofar as reasonably possible, the member of the SpinCo Group retaining such Controlled Asset or such Controlled Liability, as the case may be, shall thereafter hold such Controlled Asset or Controlled Liability, as the case may be, for the use and benefit of the member of the RemainCo Group entitled thereto (at the expense of the member of the RemainCo Group entitled thereto). In addition, the member of the SpinCo Group retaining such Controlled Asset or such Controlled Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Controlled Asset or Controlled Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the member of the RemainCo Group to whom such Controlled Asset is to be transferred or assigned, or which will assume such Controlled Liability, as the case may be, in order to place such member of the RemainCo Group in a substantially similar position as if such Controlled Asset or Controlled Liability had been transferred, assigned or assumed as contemplated hereby and so that all the benefits and burdens relating to such Controlled Asset or Controlled Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such Controlled Asset or Controlled Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Time to the RemainCo Group.

(d) If any transfer or assignment of any SpinCo Asset or any assumption of any SpinCo Liability not intended to be transferred, assigned or assumed in connection with the Internal Distribution hereunder, as the case may be, is consummated prior to the Effective Time, then, insofar as reasonably possible, the member of the RemainCo Group holding or owning such SpinCo Asset or such SpinCo Liability, as the case may be, shall thereafter hold such

SpinCo Asset or SpinCo Liability, as the case may be, for the use and benefit of the member of the SpinCo Group entitled thereto (at the expense of the member of the SpinCo Group entitled thereto). In addition, the member of the RemainCo Group retaining such SpinCo Asset or such SpinCo Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such SpinCo Asset or SpinCo Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the member of the SpinCo Group to whom such SpinCo Asset is to be transferred or assigned, or which will assume such SpinCo Liability, as the case may be, in order to place such member of the SpinCo Group in a substantially similar position as if such SpinCo Asset or SpinCo Liability had not been so transferred, assigned or assumed and so that all the benefits and burdens relating to such SpinCo Asset or SpinCo Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such SpinCo Asset or SpinCo Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Time to the SpinCo Group.

(e) If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Controlled Asset or the deferral of assumption of any Controlled Liability pursuant to Section 2.6(b), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any Controlled Asset or the assumption of any Controlled Liability have been removed, the transfer or assignment of the applicable Controlled Asset or the assumption of the applicable Controlled Liability in connection with the Internal Distribution, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(f) Except as otherwise agreed between EESLP and Controlled, (i) any member of the SpinCo Group retaining a Controlled Asset or Controlled Liability (whether as a result of the provisions of Section 2.6(b) or for any other reason), and (ii) any member of the RemainCo Group holding or owning a SpinCo Asset or SpinCo Liability due to a transfer or assignment to, or assumption by, such member of the RemainCo Group (as described in Section 2.5(a)), shall not be obligated, in order to effect the transfer of such Asset or Liability in connection with the Internal Distribution to the Group member entitled thereto, to expend any money unless the necessary funds are advanced (or otherwise made available) by the Group member entitled thereto, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by the Group member entitled to such Asset or Liability.

2.7 **Novation of Controlled Liabilities.**

(a) In connection with the Internal Distribution, each of EESLP and Controlled, at the request of the other, shall endeavor, if reasonably practicable, to obtain, or to cause to be obtained, if reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all obligations under Contracts and other obligations or Liabilities of any nature whatsoever that constitute Controlled Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any member of the RemainCo Group, so that, in any such case, the members of the RemainCo Group shall be solely

responsible for the Controlled Liabilities; *provided, however*, that neither EESLP nor Controlled shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of

credit, guaranty or other financial accommodation) to any third Person from whom any such consent, substitution, approval, amendment or release is requested.

(b) If EESLP or Controlled is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release, and the applicable member of the SpinCo Group continues to be bound by such Contract or other obligation or Liability (each, an "***Unreleased Controlled Liability***"), Controlled shall, to the extent not prohibited by Law, as indemnitor, guarantor, agent or subcontractor for such member of the SpinCo Group, as the case may be, (i) pay, perform and discharge fully all the obligations or other Liabilities of such member of the SpinCo Group that constitute Unreleased Controlled Liabilities from and after the Effective Time and (ii) use its commercially reasonable efforts to effect such payment, performance or discharge prior to any demand for such payment, performance, or discharge is permitted to be made by the obligee thereunder on any member of the SpinCo Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased Controlled Liabilities shall otherwise become assignable or able to be novated, EESLP shall promptly assign, or cause to be assigned, and Controlled or the applicable RemainCo Group member shall assume, such Unreleased Controlled Liabilities without exchange of further consideration.

2.8 **Novation of SpinCo Liabilities.**

(a) In connection with the Internal Distribution, each of EESLP and Controlled, at the request of the other, shall endeavor, if reasonably practicable, to obtain, or to cause to be obtained, if reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all obligations under Contracts and other obligations or Liabilities of any nature whatsoever that constitute SpinCo Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any member of the SpinCo Group, so that, in any such case, the members of the SpinCo Group shall be solely responsible for such SpinCo Liabilities; *provided*, *however*, that neither EESLP nor Controlled shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any third Person from whom any such consent, substitution, approval, amendment or release is requested.

(b) If EESLP or Controlled is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the RemainCo Group continues to be bound by such Contract or other obligation or Liability (each, an "***Unreleased SpinCo Liability***"), EESLP shall, to the extent not prohibited by Law, as indemnitor, guarantor, agent or subcontractor for such member of the RemainCo Group, as the case may be, (i) pay, perform and discharge fully all the obligations or other Liabilities of such member of the RemainCo Group that constitute Unreleased SpinCo Liabilities from and after the Effective Time and (ii) use its commercially reasonable efforts to effect such payment, performance, or discharge prior to any demand for such payment, performance, or discharge is permitted to be made by the obligee thereunder on any member of the RemainCo Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased SpinCo Liabilities shall otherwise become assignable or able to be novated, Controlled shall promptly assign, or cause to be assigned, and EESLP or the applicable SpinCo

Group member shall assume, such Unreleased SpinCo Liabilities without exchange of further consideration.

2.9 **Termination of Agreements.**

(a) Except as set forth in Section 2.9(b), in furtherance of the releases and other provisions set forth in Article V, Controlled and each member of the RemainCo Group, on the one hand, and EESLP and each member of the SpinCo Group, on the other hand, hereby terminate any and all agreements, arrangements, commitments or understandings, whether or not in writing, between or among Controlled and/or any member of the RemainCo Group and/or any entity that shall be a member of the RemainCo Group as of the Effective Time, on the one hand, and EESLP and/or any member of the SpinCo Group (other than entities that shall be members of the RemainCo Group as of the Effective Time), on the other hand, effective as of the Effective Time. No such terminated agreement, arrangement, commitment or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each party shall, at the reasonable request of any other party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 2.9(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other agreement or instrument expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by any of the parties hereto or any of the members of their respective Groups, including, for the avoidance of doubt, those agreements and instruments entered into in connection with the SpinCo Financing Arrangements); (ii) any agreements, arrangements, commitments or understandings filed as an exhibit, whether in preliminary or final form, to the Form 10 or otherwise listed or described on Schedule 2.9(b)(ii); (iii) any agreements, arrangements, commitments or understandings to which any Person other than the parties hereto and the members of their respective Groups is a party (it being understood that to the extent that the rights and obligations of the parties and the members of their respective Groups under any such agreements, arrangements, commitments or understandings constitute Controlled Assets or Controlled Liabilities, they shall be assigned pursuant to Section 2.4 and that to the extent that the rights and obligations of the parties and the members of their respective Groups under any such agreements, arrangements, commitments or understandings constitute SpinCo Assets or SpinCo Liabilities, they shall be assigned pursuant to Section 4.1 to the extent they are not already held by a member of the SpinCo Group); (iv) any intercompany accounts payable or accounts receivable described on Schedule 2.9(b)(iv); (v) any agreements, arrangements, commitments or understandings to which any member of the RemainCo Group or SpinCo Group (other than RemainCo, SpinCo, Controlled or EESLP, as the case may be) is a party (it being understood that directors' qualifying shares or similar interests shall be disregarded for purposes of determining whether a Subsidiary is wholly owned); (vi) any Shared Contracts; and (vii) any other agreements, arrangements, commitments or understandings that this Agreement or any Ancillary Agreement expressly contemplates shall survive the Effective Time.

2.10 **Treatment of Shared Contracts**.

(a) Without limiting the generality of the obligations set forth in Section 2.4 and Section 2.5, unless the parties otherwise agree or the benefits of any Contract or understanding described in this Section 2.10 are expressly conveyed to the applicable party pursuant to an Ancillary Agreement or any other

agreement or instrument expressly contemplated by this Agreement or by any Ancillary Agreement, (i) any Contract, agreement, arrangement, commitment or understanding that is listed on Schedule 2.10(a) shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time, so that each party or the members of its respective Group shall, as of the Effective Time, be entitled to the rights and benefits, and shall assume the related portion of any Liabilities, inuring to its respective businesses, in each case, in accordance with the allocation of benefits and burdens set forth on Schedule 2.10(a), and (ii) (A) any Contract or understanding that primarily relates to the SpinCo Business but, prior to the Effective Time, inured in part to the benefit or burden of any member of the RemainCo Group, and (B) any Contract or understanding that primarily relates to the RemainCo Business but, prior to the Effective Time, inured in part to the benefit or burden of any member of the SpinCo Group, shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time, so that each party or the members of its respective Group shall, as of the Effective Time, be entitled to the rights and benefits, and shall assume the related portion of any Liabilities, inuring to its respective businesses (any Contract or understanding referred to in clause (i) or (ii) above, a "***Shared Contract***"); *provided*, *however*, that, in the case of each of clause (i) and (ii), (1) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract which is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled), and (2) if any Shared Contract cannot be so partially assigned by its terms or otherwise, or cannot be amended or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, then the parties shall, and shall cause each of their respective Subsidiaries to, take such other reasonable and permissible actions (including by providing prompt notice to the other party with respect to any relevant claim of Liability or other relevant matters arising in connection with a Shared Contract so as to allow such other party the ability to exercise any applicable rights under such Shared Contract) to cause a member of the RemainCo Group or the SpinCo Group, as the case may be, to receive the rights and benefits of that portion of each Shared Contract that relates to the SpinCo Business or the RemainCo Business, as the case may be (in each case, to the extent so related), as if such Shared Contract had been assigned to, appropriately duplicated, novated or amended to allow a member of the applicable Group pursuant to this Section 2.10, and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement), as if such Liabilities had been assumed by a member of the applicable Group pursuant to this Section 2.10.

(b) Each of SpinCo and RemainCo shall, and shall cause the members of its Group to, (i) treat for all Tax purposes the portion of each Shared Contract inuring to its respective businesses as Assets owned by, and/or Liabilities of, as applicable, such party, or its Subsidiaries, as applicable, not later than the Effective Time, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law).

(c) Nothing in this Section 2.10 shall require any member of any Group to make any material payment (except to the extent advanced, assumed or agreed in advance to be reimbursed by any member of the other Group), incur any material obligation or grant any material concession for the benefit of any member of any other Group in order to effect any transaction contemplated by this Section 2.10.

2.11 **Bank Accounts; Cash Balances**.

(a) EESLP and Controlled each agrees to take, or cause the respective members of their respective Groups to take, at the Effective Time (or such earlier time as EESLP and Controlled may agree), all actions necessary to amend all Contracts governing each bank and brokerage account, including lockbox accounts, owned by Controlled or any other member of the RemainCo Group (collectively, the "***Controlled Accounts***") so that such Controlled Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account, including lockbox accounts, owned by EESLP or any other member of the SpinCo Group (collectively, the "***SpinCo Accounts***"), are de-linked from the SpinCo Accounts.

(b) EESLP and Controlled each agrees to take, or cause the respective members of their respective Groups to take, at the Effective Time (or such earlier time as EESLP and Controlled may agree), all actions necessary to amend all Contracts governing the SpinCo Accounts so that such SpinCo Accounts, if currently linked to a Controlled Account, are de-linked from the Controlled Accounts.

(c) It is intended that, following consummation of the actions contemplated by Sections 2.11(a) and 2.11(b), there shall be in place a centralized cash management process pursuant to which (i) the Controlled Accounts shall be managed centrally and funds collected shall be transferred into one or more centralized accounts maintained by Controlled and (ii) the SpinCo Accounts shall be managed centrally and funds collected shall be transferred into one or more centralized accounts maintained by EESLP. Notwithstanding the foregoing, all cash on hand as of the Effective Time shall be assigned, transferred or paid over to or retained by EESLP, other than cash belonging to EXLP or any of its Subsidiaries as of the Effective Time, which cash shall be retained by EXLP or such Subsidiary (or, if included in the Controlled Accounts or SpinCo Accounts, paid over to EXLP) following the Effective Time.

(d) With respect to any outstanding checks issued or payments initiated by EESLP, Controlled or any of their respective Subsidiaries prior to the Internal Distribution, such outstanding checks and payments shall be honored following the Internal Distribution by the Person or Group owning the account on which the check is drawn or from which the payment was initiated. In addition, any outstanding checks or payments issued by a third party for the benefit of EESLP, Controlled or any of their respective Subsidiaries prior to the Internal Distribution shall be honored following the Internal Distribution and payment shall be made to the party to whom the check was or payment was issued.

(e) With respect to the payments described in Section 2.11(d), in the event that:

(i) EESLP or one of its Subsidiaries initiates a payment prior to the Internal Distribution that is honored following the Internal Distribution, and to the extent such payment relates to the RemainCo Business, then Controlled shall reimburse EESLP for such payment as soon as reasonably practicable and in no event later than seven (7) days after such payment is honored; or

(ii) Controlled or one of its Subsidiaries initiates a payment prior to the Internal Distribution that is honored following the Internal Distribution, and to the extent such payment relates to the SpinCo Business, then EESLP shall reimburse Controlled for such payment as soon as reasonably practicable and in no event later than seven (7) days after such payment is honored.

(f) As between EESLP and Controlled (for purposes of this Section 2.11(f), each a "***Specified Party***") (and the members of their respective Groups), all payments made to and reimbursements received by either Specified Party (or any member of its Group), in each case after the Internal Distribution, that relate to a business, Asset or Liability of the other Specified Party (or any member of such other Specified Party's Group) (each, a "***Misdirected Payment***"), shall be held

by the recipient Specified Party in trust for the use and benefit of the other Specified Party (or member of such other Specified Party's Group entitled thereto) (at the expense of the party entitled thereto). Each Specified Party shall maintain an accounting of any such Misdirected Payments received by such Specified Party or any member of its Group, and the Specified Parties shall have a weekly reconciliation, whereby all such Misdirected Payments received by each Specified Party are calculated and the net amount owed to the other Specified Party (or members of the other Specified Party's Group) shall be paid over to the other Specified Party (for further distribution to the applicable members of such other Specified Party's Group). If at any time the net amount in respect of Misdirected Payments owed to either Specified Party exceeds $10,000,000, an interim payment of such net amount owed shall be made to the Specified Party entitled thereto within three (3) business days of such amount exceeding $10,000,000. Notwithstanding the foregoing, neither Specified Party (nor any of the members of its Group) shall act as collection agent for the other Specified Party (or any of the members of its Group), nor shall either Specified Party (or any members of its Group) act as surety or endorser with respect to non-sufficient funds checks, or funds to be returned in a bankruptcy or fraudulent conveyance action.

2.12 **Other Ancillary Agreements; Effect of Ancillary Agreements.**

Effective as of the date hereof, each of EESLP and Controlled shall execute and deliver all Ancillary Agreements to which it is a party (other than the Transfer Documents, which shall be executed on or prior to the Distribution Date).

2.13 **Disclaimer of Representations and Warranties**. SUBJECT TO SECTION 9.6, EACH OF REMAINCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE REMAINCO GROUP) AND SPINCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SPINCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY

AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY (INCLUDING, WITHOUT LIMITATION, ANY ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED UNDER THIS ARTICLE II OR ARTICLE IV), AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, AS TO, IN THE CASE OF INTELLECTUAL PROPERTY, NON-INFRINGEMENT OR ANY WARRANTY THAT ANY SUCH INTELLECTUAL PROPERTY IS "ERROR FREE," OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SET-OFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, EXCEPT AS OTHERWISE AGREED BY REMAINCO, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY APPROVALS OR NOTIFICATIONS ARE NOT OBTAINED OR MADE OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

ARTICLE III.
COMPLETION OF THE INTERNAL DISTRIBUTION

Immediately following the completion of the First Contribution and immediately prior to the Second Contribution, in accordance with the Restructuring Steps Memorandum, EESLP shall distribute all of the outstanding shares of Controlled Common Stock to RemainCo and General Holdings on a pro rata basis in respect of each such entity's respective interest in EESLP. Immediately following such distribution, General Holdings will distribute all of the Controlled Common Stock received by General Holdings from EESLP to RemainCo. Following the completion of the Internal Distribution, RemainCo shall directly own all of the outstanding shares of Controlled Common Stock.

ARTICLE IV.
SECOND CONTRIBUTION

4.1 **Contribution to SpinCo.**

(a) Following the completion of the Internal Distribution and prior to the Effective Time, in accordance with the Restructuring Steps Memorandum, RemainCo grants, contributes, bargains, conveys, assigns, transfers, sets over and delivers to SpinCo, its successors and its assigns, for its and their own use forever, all right, title and interest in and to the SpinCo

Contributed Interests, the SpinCo Specified Assets and the SpinCo Intellectual Property in exchange for a continuation of RemainCo's ownership of all of the outstanding shares of SpinCo Common Stock and the assumption by SpinCo of the SpinCo Specified Liabilities, such that upon completion of this Second Contribution, SpinCo shall own all of the SpinCo Contributed Interests, the SpinCo Specified Assets, SpinCo Specified Liabilities and the SpinCo Intellectual Property.

(b) To the extent that any SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property is not transferred or assigned to, or any SpinCo Specified Liability is not assumed by, SpinCo prior to the Effective Time or is owned or held by a member of the RemainCo Group at or after the Effective Time, from and after the Effective Time, any such SpinCo Specified Asset, SpinCo Controlled Interest, SpinCo Intellectual Property or SpinCo Specified Liability shall be held by such member of the RemainCo Group for the use and benefit of SpinCo or a member of the SpinCo Group entitled thereto (at the expense of the member of the SpinCo Group entitled thereto) in accordance with this Section 4.1:

(i) RemainCo shall, and shall cause its applicable Subsidiaries to, as soon as reasonably practicable, assign, transfer, convey and deliver to SpinCo, and SpinCo shall accept from RemainCo and its applicable Subsidiaries, all of RemainCo's and such Subsidiaries' respective right, title and interest in and to such SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property, as applicable; and

(ii) SpinCo shall, as soon as reasonably practicable, accept, assume and agree faithfully to perform, discharge and fulfill all such SpinCo Specified Liabilities in accordance with their respective terms.

(d) In furtherance of the assignment, transfer, conveyance and delivery of the SpinCo Specified Assets, the SpinCo Contributed Interests and the SpinCo Intellectual Property and the assumption of the SpinCo Specified Liabilities, and without any additional consideration therefor, each of RemainCo and SpinCo shall, and shall cause their respective Subsidiaries to, execute and deliver any Transfer Documents as and to the extent necessary to evidence the transfer, conveyance and assignment of RemainCo's and its applicable Subsidiaries' right, title and interest in and to the SpinCo Specified Assets, the SpinCo Contributed Interests and SpinCo Intellectual Property to SpinCo and the valid and effective assumption of the SpinCo Specified Liabilities by SpinCo.

4.2 **Approvals and Notifications**.

(a) To the extent that the Second Contribution or any assignment, transfer, conveyance and delivery of any of the SpinCo Specified Assets, SpinCo Contributed Interests or SpinCo Intellectual Property or assumption or retention by a member of the SpinCo Group of the SpinCo Specified Liabilities in connection with the Second Contribution requires any Approvals or Notifications, the parties shall endeavor to obtain or make such Approvals or Notifications as soon as reasonably practicable; *provided*, *however*, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between RemainCo and SpinCo, neither RemainCo nor SpinCo nor any member of their respective Groups shall be obligated to contribute capital or pay any consideration in any form (including providing any

letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(b) If and to the extent that the valid, complete and perfected transfer or assignment to the SpinCo Group of any of the SpinCo Specified Assets, the SpinCo Contributed Interests or SpinCo Intellectual Property or assumption by the SpinCo Group of any SpinCo Specified Liabilities would be a violation of applicable Law, would result in a breach, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under any contract, agreement or other material instrument or would otherwise adversely affect the rights of a member of the RemainCo Group or the SpinCo Group thereunder or require any Approvals or Notifications in connection with the Second Contribution that have not been obtained or made by the Effective Time, then, unless the parties hereto shall otherwise mutually determine, the transfer or assignment to the SpinCo Group of such SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property, as applicable, or the assumption by the SpinCo Group of such SpinCo Specified Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability shall continue to constitute a SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability, as applicable, for all other purposes of this Agreement.

(c) If any transfer or assignment of any SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property or any assumption of any SpinCo Specified Liability intended to be transferred, assigned or assumed in connection with the Second Contribution hereunder, as the case may be, is not consummated prior to the Effective Time, whether as a result of the provisions of Section 4.2(b) or for any other reason, then, insofar as reasonably possible, the member of the RemainCo Group retaining such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability, as the case may be, shall thereafter hold such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability, as the case may be, for the use and benefit of the member of the SpinCo Group entitled thereto (at the expense of the member of the SpinCo Group entitled thereto). In addition, the member of the RemainCo Group retaining such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the member of the SpinCo Group to whom such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability Controlled Asset is to be transferred or assigned, or which will assume such SpinCo Specified Liability, as the case may be, in order to place such member of the SpinCo Group in a substantially similar position as if such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability had been transferred, assigned or assumed as contemplated hereby and so that all the benefits and burdens relating to such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such SpinCo Specified Asset,

SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Time to the SpinCo Group.

(d) If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property or the deferral of assumption of any SpinCo Specified Liability pursuant to Section 4.2 (b), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property or the assumption of any SpinCo Specified Liability have been removed, the transfer or assignment of the applicable SpinCo Specified Asset, SpinCo Contributed Interest or SpinCo Intellectual Property or the assumption of the applicable SpinCo Specified Liability in connection with the Second Contribution, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(e) Except as otherwise agreed between RemainCo and SpinCo, any member of the RemainCo Group retaining any SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability (whether as a result of the provisions of Section 4.2(b) or for any other reason), shall not be obligated, in order to effect the transfer of such SpinCo Specified Asset, SpinCo Contributed Interest, SpinCo Intellectual Property or SpinCo Specified Liability to the SpinCo Group, to expend any money unless the necessary funds are advanced (or otherwise made available) by the SpinCo Group, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by the SpinCo Group.

4.3 **Name and Marks.**

(a) Following the completion of the Second Contribution, RemainCo and the other members of the RemainCo Group shall use their best efforts to discontinue all use of the Exterran Name and Marks, including any use on stationery or letterhead and any use on other Controlled Assets, as promptly as practicable after, and in no event beyond the 180-day period following, the Effective Time. All of RemainCo's use of the Exterran Name and Marks shall inure to the benefit of SpinCo. RemainCo agrees to use the Exterran Name and Marks in accordance with such quality standards established by SpinCo and communicated

to RemainCo, it being understood that the products and services used in association with the Exterran Name and Marks immediately before the Effective Time are of a quality that is acceptable to SpinCo and justifies the license granted herein. Except as set forth in this Section 4.3, it is expressly agreed that RemainCo is not obtaining any right, title or interest in the Exterran Name and Marks. RemainCo will not contest the ownership, validity or enforceability of the Exterran Name and Marks, and nothing in this Section 4.3 shall be construed to limit SpinCo's ability to use the Exterran Name and Marks following the Effective Time.

(b) For the avoidance of doubt, RemainCo shall retain all right, title and interest to the Predecessor Names and Marks; *provided, however,* that RemainCo's ability to use the Predecessor Names and Marks shall be limited to the use of the Predecessor Names and Marks immediately prior to the Effective Time.

(c) RemainCo hereby grants and conveys to SpinCo a nontransferable, nonexclusive, royalty-free right and license to use the Predecessor Name and Marks consistently with the use of the Predecessor Names and Marks by SpinCo and the other members of the SpinCo Group immediately prior to the Effective Time.

4.4 **Treatment of Shared Intellectual Property**.

(a) Notwithstanding anything in this Agreement to the contrary, the allocation of, and the rights and obligations in connection with, the Intellectual Property identified on Schedule 4.4(a) ("***Shared Intellectual Property***") shall be governed by the terms of the Joint Intellectual Property Agreement.

(b) Nothing in this Section 4.4 shall require any member of any Group to make any material payment (except to the extent advanced, assumed or agreed in advance to be reimbursed by any member of the other Group), incur any material obligation or grant any material concession for the benefit of any member of any other Group, except as set forth in the Joint Intellectual Property Agreement.

4.5 **Novation of SpinCo Specified Liabilities.**

(a) In connection with the Second Contribution, each of SpinCo and RemainCo, at the request of the other, shall endeavor, if reasonably practicable, to obtain, or to cause to be obtained, if reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all obligations under Contracts and other obligations or Liabilities of any nature whatsoever that constitute SpinCo Specified Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any member of the SpinCo Group, so that, in any such case, the members of the SpinCo Group shall be solely responsible for such SpinCo Specified Liabilities; *provided*, *however*, that neither SpinCo nor RemainCo shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any third Person from whom any such consent, substitution, approval, amendment or release is requested.

(b) If SpinCo or RemainCo is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the RemainCo Group continues to be bound by such Contract or other obligation or Liability (each, an "***Unreleased SpinCo Specified Liability***"), SpinCo shall, to the extent not prohibited by Law, as indemnitor, guarantor, agent or subcontractor for such member of the RemainCo Group, as the case may be, (i) pay, perform and discharge fully all the obligations or other Liabilities of such member of the RemainCo Group that constitute Unreleased SpinCo Specified Liabilities from and after the Effective Time and (ii) use its commercially reasonable efforts to effect such payment, performance, or discharge prior to any demand for such payment, performance, or discharge is permitted to be made by the obligee thereunder on any member of the RemainCo Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased SpinCo Specified Liabilities shall otherwise become assignable or able to be novated, RemainCo shall promptly assign, or cause to be assigned, and SpinCo or the applicable SpinCo Group member shall assume, such Unreleased SpinCo Specified Liabilities without exchange of further consideration.

ARTICLE V.
COMPLETION OF THE EXTERNAL DISTRIBUTION

5.1 **Actions Prior to the External Distribution.** Following the Second Contribution and prior to the Effective Time, subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the External Distribution:

(a) *Notice to NYSE*. RemainCo shall, to the extent possible, give the NYSE not less than ten (10) days' advance notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act.

(b) *Securities Law Matters*. SpinCo shall file with the SEC any amendments or supplements to the Form 10 as may be necessary or advisable in order to cause the Form 10 to become and remain effective as required by the SEC or federal, state or other applicable securities Laws. RemainCo and SpinCo shall cooperate in preparing, filing with the SEC and causing to become effective registration statements or amendments thereof which are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. RemainCo and SpinCo shall take all such action as may be necessary or advisable under the securities or "blue sky" Laws of the United States (and any comparable Laws under any non-U.S. jurisdiction) in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(c) *Mailing of Information Statement*. RemainCo shall, as soon as is reasonably practicable after the Form 10 is declared effective under the Exchange Act and the RemainCo Board has approved the External Distribution, cause the Information Statement to be mailed to the Record Holders.

(d) *The Distribution Agent*. RemainCo shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the External Distribution.

(e) *Stock-Based Employee Benefit Plans*. At or prior to the Effective Time, RemainCo and SpinCo shall take all actions as may be necessary to approve the stock-based employee benefit plans of SpinCo in order to satisfy the requirements of Rule 16b-3 under the Exchange Act and the applicable rules and regulations of the NYSE.

(f) *Certificate of Incorporation; Bylaws*. RemainCo and SpinCo shall take all necessary action that may be required to provide for the adoption by SpinCo of the Amended and Restated Certificate of Incorporation of SpinCo substantially in the form attached hereto as Exhibit H (the "SpinCo Certificate of

Incorporation") and the Amended and Restated Bylaws of SpinCo substantially in the form attached hereto as Exhibit I, and SpinCo shall file the SpinCo Certificate of Incorporation with the Secretary of State of the State of Delaware.

(g) *Financing Arrangements*. Prior to the Distribution Date, EESLP shall enter into the SpinCo Financing Arrangements, on such terms and conditions as agreed by RemainCo (including the amounts, if any, that shall be borrowed or incurred, as applicable, pursuant to the

SpinCo Financing Arrangements and the respective interest rates for such amounts). RemainCo and SpinCo shall participate in the preparation of all materials and presentations as may be reasonably necessary to secure funding pursuant to the SpinCo Financing Arrangements, including any marketing efforts or road shows related thereto. The parties agree that SpinCo shall be responsible for any third-party costs and expenses incurred on, prior to or after the Distribution Date by, and for reimbursement of such costs and expenses to, any member of the RemainCo Group or SpinCo Group associated with the SpinCo Financing Arrangements.

(h) *Restructuring Steps Memorandum*. RemainCo and SpinCo shall take the steps set forth and in the order specified on the Restructuring Steps Memorandum, which, for the avoidance of doubt, is a part of this Agreement and sets forth certain additional rights and obligations of the Parties and their respective Subsidiaries and Affiliates hereunder, to the extent the Restructuring Steps Memorandum contemplates such steps being taken at or prior to the Effective Time.

(i) *Satisfying Conditions to External Distribution*. RemainCo and SpinCo shall cooperate to cause the conditions to the External Distribution set forth in Section 5.3 to be satisfied and to effect the External Distribution at the Effective Time.

5.2 **Effecting the External Distribution**.

(a) *Delivery of SpinCo Common Stock*. On or prior to the Distribution Date, RemainCo shall deliver to the Agent, for the benefit of the Record Holders, book-entry transfer authorizations for such number of the outstanding shares of SpinCo Common Stock as is necessary to effect the External Distribution.

(b) *Effective Time*. The Effective Time on the Distribution Date shall be 3:01 p.m. Central Time, or such other time as RemainCo may determine.

(c) *Distribution of Shares and Cash*. RemainCo shall instruct the Agent to distribute, as soon as practicable following the Effective Time, to each Record Holder the following: (i) one (1) share of SpinCo Common Stock for every two (2) shares of RemainCo Common Stock held by such Record Holder as of the Record Date and (ii) cash, if applicable, in lieu of fractional shares obtained in the manner provided in Section 5.2(d).

(d) *No Fractional Shares*. No fractional shares shall be distributed or credited to book-entry accounts in connection with the External Distribution. As soon as practicable after the Effective Time, RemainCo shall direct the Agent to determine the number of whole shares and fractional shares of SpinCo Common Stock allocable to each holder of record or beneficial owner of RemainCo Common Stock as of the Record Date, to aggregate all such fractional shares and to sell the whole shares obtained thereby in open market transactions (with the Agent, in its sole and absolute discretion, determining when, how and through which broker-dealer and at what price to make such sales), and to cause to be distributed to each such holder or for the benefit of each such beneficial owner, in lieu of any fractional share, such holder's or owner's ratable share of the proceeds of such sale, after deducting any taxes required to be withheld and after deducting an amount equal to all brokerage charges, commissions and transfer taxes attributed to such sale. Neither RemainCo nor SpinCo shall be required to guarantee any

minimum sale price for the fractional shares of SpinCo Common Stock. Neither RemainCo nor SpinCo shall be required to pay any interest on the proceeds from the sale of fractional shares.

(e) *Beneficial Owners*. Solely for purposes of computing fractional share interests pursuant to Section 5.2(d), the beneficial owner of RemainCo Common Stock held of record in the name of a nominee in any nominee account shall be treated as the holder of record with respect to such shares.

(f) *Unclaimed Stock or Cash*. Any SpinCo Common Stock or cash in lieu of fractional shares with respect to SpinCo Common Stock that remains unclaimed by any Record Holder one hundred eighty (180) days after the Distribution Date shall be delivered to SpinCo. SpinCo shall hold such SpinCo Common Stock for the account of such Record Holder, and the parties agree that all obligations to provide such SpinCo Common Stock and cash, if any, in lieu of fractional share interests shall be obligations of SpinCo, subject in each case to applicable escheat or other abandoned property Laws, and RemainCo shall have no Liability with respect thereto.

(g) *Transfer Authorizations*. SpinCo agrees to provide all book-entry transfer authorizations for shares of SpinCo Common Stock that RemainCo or the Agent shall require in order to effect the External Distribution.

5.3 **Conditions to the External Distribution**. The consummation of the External Distribution shall be subject to the satisfaction, or waiver by RemainCo in its sole and absolute discretion, of the following conditions:

(a) *Approval by RemainCo Board*. This Agreement and the transactions contemplated hereby, including the transactions contemplated by the Restructuring Steps Memorandum and the declaration of the External Distribution, shall have been approved by the RemainCo Board, and such approval shall not have been withdrawn.

(b) *Opinion of Legal Counsel*. RemainCo shall have received an opinion from Latham & Watkins LLP, in form and substance satisfactory to RemainCo, substantially to the effect that, for U.S. federal income tax purposes (i) the Internal Distribution should qualify under Sections 355 and 368(a)(1)(D) of the Code and (ii) the External Distribution should qualify under Sections 355 and 368(a)(1)(D) of the Code.

(c) *Solvency Opinion.* RemainCo will have received an opinion, in form and substance satisfactory to RemainCo it, of Duff & Phelps, LLC as to the solvency of RemainCo and SpinCo following the Effective Time;

(d) *Effectiveness of Form 10; Mailing of Information Statement*. The Form 10 registering the SpinCo Common Stock shall be effective under the Exchange Act, with no stop order in effect with respect thereto, and the Information Statement included therein shall have been mailed to RemainCo's

stockholders as of the Record Date.

(e) *Listing on NYSE*. The SpinCo Common Stock shall have been accepted for listing on the NYSE, subject to official notice of distribution.

(f) *Securities Laws*. The actions and filings necessary or appropriate under applicable securities Laws in connection with the External Distribution shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable Governmental Authority.

(g) *Completion of the Internal Distribution and Second Contribution*. The Internal Distribution and the Second Contribution shall have been completed in accordance with the Restructuring Steps Memorandum and RemainCo shall be satisfied in its sole discretion that, as of the Effective Time, it shall have no further Liability whatsoever under the SpinCo Financing Arrangements (including in connection with any guarantees provided by any member of the RemainCo Group).

(h) *RemainCo Board Resignations.* RemainCo will have delivered to SpinCo the resignation of each person who is an officer or director of a member of the SpinCo Group prior to the Distribution Date and will continue as an officer or director of a member of the RemainCo Group following the Distribution Date;

(i) *Distribution Agent Agreement.* RemainCo will have entered into a Distribution Agent Agreement with, or provided instructions regarding the External Distribution to, the Agent;

(j) *Execution of Ancillary Agreements*. Each of the Ancillary Agreements shall have been duly executed and delivered by the parties thereto.

(k) *Governmental Approvals*. All Governmental Approvals necessary to consummate the External Distribution and to permit the operation of the SpinCo Business after the Effective Time substantially as it is conducted at the date hereof shall have been obtained and be in full force and effect.

(l) *No Order or Injunction*. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the External Distribution or any of the related transactions shall be in effect, and no other event outside the control of RemainCo shall have occurred or failed to occur that prevents the consummation of the External Distribution or any of the related transactions.

(m) *No Circumstances Making Distribution Inadvisable*. No events or developments shall have occurred or exist that, in the judgment of the RemainCo Board, in its sole and absolute discretion, make it inadvisable to effect the External Distribution or the other transactions contemplated hereby, or would result in the External Distribution or the other transactions contemplated hereby not being in the best interest of RemainCo or its stockholders.

5.4 **Sole Discretion**. The foregoing conditions are for the sole benefit of RemainCo and shall not give rise to or create any duty on the part of RemainCo or the RemainCo Board to waive or not waive such conditions or in any way limit RemainCo's right to terminate this Agreement as set forth in Article IX or alter the consequences of any such termination from those specified in such Article. Any determination made by the RemainCo Board prior to the External Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 3.3 shall be conclusive.

5.5 **Closing.** The closing and consummation of the transactions contemplated by this Agreement to occur prior to or on the Distribution Date shall take place at the principal executive offices of RemainCo located in Houston, Texas.

ARTICLE VI.
DISPUTE RESOLUTION

6.1 **General Provisions.**

(a) Any dispute, controversy or claim arising out of or relating to this Agreement or the Ancillary Agreements (except as otherwise set forth in any such Ancillary Agreements) (a "***Dispute***"), including (i) the validity, interpretation, breach or termination thereof or (ii) whether any Asset or Liability not specifically characterized in this Agreement or its Schedules, whose proper characterization is disputed, is a SpinCo Asset or Controlled Asset or a SpinCo Liability or Controlled Liability, shall be resolved in accordance with the procedures set forth in this Article VI and Article VII, which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified in the applicable Ancillary Agreement or in this Article VI or Article VII.

(b) THE PARTIES EXPRESSLY WAIVE AND FORGO ANY RIGHT TO TRIAL BY JURY.

(c) The specific procedures set forth in this Article VI, including the time limits referenced herein, may be modified by agreement of both of the Parties in writing.

(d) All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Article VI are pending. The Parties shall take any necessary or appropriate action required to effectuate such tolling.

(e) Commencing with a request contemplated by Section 6.2, all communications between the parties or their representatives in connection with the attempted resolution of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible into evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the resolution of any Dispute.

6.2 **Consideration by Senior Executives**. If a Dispute is not resolved in the normal course of business at the operational level, the Parties shall attempt in good faith to resolve the Dispute by negotiation between executives designated by the parties who hold, at a minimum, the office of Senior Vice President and/or General Counsel (such designated executives, the "***Dispute Committee***"). Either party may initiate the executive negotiation process by providing a written notice to the other (the "***Initial Notice***"). The Parties agree that the Dispute Committee shall have full and complete authority to resolve any Disputes submitted pursuant to this Section 6.2. Such Dispute Committee and other applicable executives shall meet in person or by teleconference or video conference

within ten (10) days of the date of the Initial Notice to seek a resolution of the Dispute. In the event that the Dispute Committee and other applicable executives are unable to agree to a format for such meeting, the meeting shall be convened in person at a mutually acceptable location in Houston, Texas.

6.3 **Arbitration**.

(a) In the event any Dispute is not finally resolved pursuant to Section 6.2 within thirty (30) days from the delivery of the Initial Notice, and unless the parties have mutually agreed to mediate or use some other form of alternative dispute resolution in an attempt to resolve the Dispute, then such Dispute may be submitted by either party to be finally resolved by binding arbitration pursuant to the AAA Commercial Arbitration Rules as then in effect (the "***AAA Commercial Arbitration Rules***").

(b) Without waiving its rights to any remedy under this Agreement and without first complying with the provisions of Section 6.2, either party may seek any interim or provisional relief that is necessary to protect the rights or property of that party either (i) before any federal or state court in Harris County, Texas, (ii) before a special arbitrator, as provided for under the AAA Commercial Arbitration Rules, or (iii) before the arbitral tribunal established hereunder.

(c) Unless otherwise agreed by the parties in writing, any Dispute to be decided in arbitration hereunder shall be decided (i) before a sole arbitrator if the amount in dispute, inclusive of all claims and counterclaims, totals less than $3,000,000; or (ii) by an arbitral tribunal of three (3) arbitrators if (A) the amount in dispute, inclusive of all claims and counterclaims, is equal to or greater than $3,000,000 or (B) either party elects in writing to have such dispute decided by three (3) arbitrators when one of the parties believes, in its sole judgment, the issue could have significant precedential value; however, the party who makes such election under clause (B) shall solely bear the increased costs and expenses associated with a panel of three (3) arbitrators (i.e., the additional costs and expenses associated with the two (2) additional arbitrators).

(d) A panel of three (3) neutral arbitrators shall be chosen as follows: (i) upon the written demand of either party and within twenty (20) days from the date of receipt of such demand, each party shall name an arbitrator selected by such party in its sole discretion; and (ii) the two (2) party-appointed arbitrators shall thereafter, within thirty (30) days from the date on which the second of the two (2) arbitrators was named, name a third, independent arbitrator who shall act as chairperson of the arbitral tribunal. In the event that either party fails to name an arbitrator within twenty (20) days from the date of receipt of a written demand to do so, then upon written application by either party, that arbitrator shall be appointed pursuant to the AAA Commercial Arbitration Rules. In the event that the two (2) party-appointed arbitrators fail to appoint the third, independent arbitrator within twenty (20) days from the date on which the second of the two (2) arbitrators was named, then upon written application by either party, the third, independent arbitrator shall be appointed pursuant to AAA Commercial Arbitration Rules. If the arbitration shall be before a sole independent arbitrator, then the sole independent arbitrator shall be appointed by agreement of the parties within thirty (30) days from the date of receipt of written demand of either party. If the parties cannot agree to a sole independent arbitrator, then upon written application by either party, the sole independent arbitrator shall be appointed pursuant to AAA Commercial Arbitration Rules.

(e) The place of arbitration shall be Houston, Texas. Along with the arbitrator(s) appointed, the parties shall agree to a mutually convenient location, date and time to conduct the

arbitration, but in no event shall the final hearing(s) be scheduled more than six (6) months from submission of the Dispute to arbitration unless the parties agree otherwise in writing.

(f) The arbitral tribunal shall have the right to award, on an interim basis, or include in the final award, any relief that it deems proper in the circumstances, including money damages (with interest on unpaid amounts from the due date) and injunctive relief (including specific performance); *provided* that the arbitral tribunal shall not award any relief not specifically requested by the parties and, in any event, shall not award any damages of the types prohibited under Section 11.18. Upon constitution of the arbitral tribunal following any grant of interim relief by a special arbitrator or court pursuant to Section 6.3(b), the tribunal may affirm or disaffirm that relief, and the parties shall seek modification or rescission of the order entered by the special arbitrator or court as necessary to accord with the tribunal's decision.

(g) Neither party shall be bound by Rule 13 of the Federal Rules of Civil Procedure or any analogous Law or provision in the AAA Commercial Arbitration Rules governing deadlines for compulsory counterclaims; rather, each party shall be free to bring a counterclaim at any time (subject to any applicable statutes of limitation).

(h) So long as either party has a timely claim to assert, the agreement to arbitrate Disputes set forth in this Section 6.3 shall continue in full force and effect subsequent to, and notwithstanding the completion, expiration or termination of, this Agreement.

(i) The parties agree that, subject to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. and the Texas Arbitration Act, Tex. Civ. Prac. & Rem. Code §§ 171.000 et seq., the interim or final award in an arbitration pursuant to this Article VI shall be conclusive and binding upon the parties, and a party obtaining a final award may enter judgment upon such award in any federal or state court in Harris County, Texas.

(j) It is the intent of the parties that the agreement to arbitrate Disputes set forth in this Section 6.3 shall be interpreted and applied broadly such that all reasonable doubts as to arbitrability of a Dispute shall be decided in favor of arbitration.

(k) The parties agree that any Dispute submitted to arbitration shall be governed by, and construed and interpreted in accordance with Laws of the State of Texas, as provided in Section 9.2 and, except as otherwise provided in this Article IV or mutually agreed to in writing by the parties, the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., shall govern any arbitration between the parties pursuant to this Section 6.3.

(l) Subject to Section 6.3(c)(ii)(B), each party shall bear its own fees, costs and expenses and shall bear an equal share of the costs and expenses of the arbitration, including the fees, costs and expenses of the three (3) arbitrators; *provided* that the arbitral tribunal may award the prevailing party its reasonable fees and expenses (including attorneys' fees), if such arbitral tribunal finds that there was no good faith basis for the position taken by the other party in the arbitration.

(m) Notwithstanding anything in this Article VI to the contrary, any disputes relating to the interpretation of Article VII or requesting injunctive relief or specific performance shall be

conducted according to the fast-track arbitration procedures of the AAA Commercial Arbitration Rules then in effect.

6.4 **Allocation of Undetermined Liabilities and Third-Party Claims**.

(a) If either Party or any of its Subsidiaries shall receive notice or otherwise learn of the assertion of a Liability or Third-Party Claim which is not determined to be a SpinCo Liability or a Controlled Liability, such Party shall give the other Party written notice thereof promptly (and in any event within fifteen (15) days) after such Person becomes aware of such Liability or Third-Party Claim. Thereafter, the Party shall deliver to the other Party, promptly (and in any event within ten (10) days) after the Party's receipt thereof, copies of all notices and documents (including court papers) received by the Party or the member of such Party's Group relating to the matter. If a dispute shall arise between the Parties as to the proper characterization of any Liability and such Liability cannot be characterized pursuant to the methodology set forth in Section 2.3, then any Party may refer that Dispute to the Dispute Committee in accordance with Section 6.2.

(b) RemainCo may commence defense of any unallocated Third-Party Claims pending decision of the Dispute Committee (or decision regarding an Action, if applicable), but shall not be obligated to do so. If RemainCo commences any such defense and subsequently SpinCo is determined hereunder to have the exclusive obligation to such Third-Party Claim, then, upon the request of SpinCo, RemainCo shall promptly discontinue the defense of such matter and transfer the control thereof to SpinCo. In such event, SpinCo will reimburse RemainCo for all costs and expenses incurred prior to resolution of such dispute in the defense of such Third-Party Claim.

ARTICLE VII.
MUTUAL RELEASES; INDEMNIFICATION; COOPERATION; INSURANCE

7.1 **Release of Claims Prior to External Distribution**.

(a) Except as provided in Section 7.1(c), effective as of the Effective Time, Controlled does hereby, for itself and each other member of the RemainCo Group, their respective Affiliates (other than any member of the SpinCo Group), successors and assigns, and all Persons who at any time prior to the Effective Time have been directors, officers, agents or employees of any member of the RemainCo Group (in each case, in their respective capacities as such), release and forever discharge EESLP and the respective members of the SpinCo Group, their respective Affiliates (other than any member of the RemainCo Group), successors and assigns, and all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the RemainCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever (other than Liabilities subject to indemnification under Section 7.3), whether at Law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the transactions related to or

undertaken in connection with the Internal Distribution and the External Distribution and all other activities to implement the Internal Distribution and the External Distribution or contemplated hereunder.

(b) Except as provided in Section 7.1(c), effective as of the Effective Time, EESLP does hereby, for itself and each other member of the SpinCo Group, their respective Affiliates (other than any member of the RemainCo Group), successors and assigns, and all Persons who at any time prior to the Effective Time have been directors, officers, agents or employees of any member of the SpinCo Group (in each case, in their respective capacities as such), release and forever discharge Controlled, the respective members of the RemainCo Group, their respective Affiliates (other than any member of the RemainCo Group), successors and assigns, and all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the RemainCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever (other than Liabilities subject to indemnification under Section 7.2), whether at Law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the transactions related to or undertaken in connection with the Internal Distribution and the External Distribution and all other activities to implement the Internal Distribution and the External Distribution or contemplated hereunder.

(c) Nothing contained in Section 7.1(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.9(b) or the applicable schedules hereto or thereto as not to terminate as of the Effective Time, in each case in accordance with its terms. Nothing contained in Section 7.1(a) or (b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the SpinCo Group or the RemainCo Group that is specified in Section 2.9(b) or the applicable Schedules thereto as not to terminate as of the Effective Time, or any other Liability specified in such Section 2.9(b) as not to terminate as of the Effective Time;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement (including any Controlled Liability and any SpinCo Liability, as applicable);

(iii) any Liability that the parties may have with respect to indemnification or contribution pursuant to this Agreement for claims brought against the Parties by third parties, which Liability shall be governed by the provisions of this Article VII and Article VIII and any other applicable provisions of this Agreement or any Ancillary Agreement; or

(iv) any Liability the release of which would result in the release of any third Person other than a Person released pursuant to this Section 7.1.

In addition, nothing contained in Section 7.1(a) shall release EESLP from honoring its existing obligations to indemnify any director, officer or employee of a member of the RemainCo Group who was a director, officer or employee of a member of the SpinCo Group on or prior to the Effective Time, to the extent that such director, officer or employee becomes a named defendant in any Action with respect to which such director, officer or employee was entitled to such indemnification pursuant to then-existing obligations, it being understood that, if the underlying obligation giving rise to such Action is a Controlled Liability, Controlled shall indemnify EESLP for such Liability (including EESLP's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VII.

(d) Controlled covenants that it shall not make, and shall not permit any member of the RemainCo Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against EESLP or any member of the SpinCo Group, or any other Person released pursuant to Section 7.1(a), with respect to any Liabilities released pursuant to Section 7.1(a). EESLP covenants that it shall not make, and shall not permit any member of the SpinCo Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Controlled or any member of the RemainCo Group, or any other Person released pursuant to Section 7.1(b), with respect to any Liabilities released pursuant to Section 7.1(b).

(e) It is the intent of each of EESLP and Controlled, by virtue of the provisions of this Section 7.1, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Effective Time, between or among Controlled or any member of the RemainCo Group, on the one hand, and EESLP or any member of the SpinCo Group, on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Effective Time), except as expressly set forth in Section 7.1(c). At any time, at the request of any other party to this Agreement, each party shall cause each member of its respective Group to execute and deliver releases in form reasonably satisfactory to the other party reflecting the provisions hereof.

(f) Any breach of the provisions of this Section 7.1 by either EESLP or Controlled shall entitle the other party to recover reasonable fees and expenses of counsel in connection with such breach or any Action resulting from such breach.

7.2 **Indemnification by Controlled**. Subject to Section 7.4, Controlled shall, and shall cause the other members of the RemainCo Group to, indemnify, defend and hold harmless EESLP, each member of the SpinCo Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "***SpinCo Indemnitees***"), from and against any and all Liabilities of the SpinCo Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

(a) the RemainCo Business, any Controlled Liabilities (including the Allocable Portion of any member of the RemainCo Group with respect to any Shared Liability) or any Controlled Assets, including any failure of Controlled or any other member of the RemainCo Group or any other Person to pay, perform or otherwise promptly discharge any Controlled Liabilities or Controlled Contracts in accordance with their respective terms, whether prior to or after the Effective Time or the date hereof;

(b) any Corporate Action or Action relating exclusively to the RemainCo Business from which Controlled is unable to cause a SpinCo Group party to be removed pursuant to Section 7.6(d);

(c) any failure by Controlled or a member of the RemainCo Group to use commercially reasonable efforts to obtain the waivers of subrogation contemplated by Section 7.4(c);

(d) any breach by Controlled or any member of the RemainCo Group of this Agreement or any of the Ancillary Agreements; and

(e) any guarantee, indemnification obligation, letter of credit reimbursement obligations, surety, bond or other credit support agreement, arrangement, commitment or understanding for the benefit of Controlled or its Subsidiaries by EESLP or any of its Subsidiaries or Affiliates (other than Controlled or its Subsidiaries) that survives following the Effective Time.

7.3 **Indemnification by EESLP**. Subject to Section 7.4, EESLP shall, and shall cause the other members of the SpinCo Group to, indemnify, defend and hold harmless Controlled, each member of the RemainCo Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "***RemainCo Indemnitees***"), from and against any and all Liabilities of the RemainCo Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

(a) the SpinCo Business, any SpinCo Liabilities (including the Allocable Portion of any member of the SpinCo Group with respect to any Shared Liability) or any SpinCo Assets, including any failure of EESLP or any other member of the SpinCo Group or any other Person to pay, perform or otherwise promptly discharge any SpinCo Liabilities or SpinCo Contracts in accordance with their respective terms, whether prior to or after the Effective Time or the date hereof;

(b) any Corporate Action or Action relating exclusively to the SpinCo Business from which SpinCo is unable to cause a RemainCo Group party to be removed pursuant to Section 7.6(d);

(c) any failure by EESLP or a member of the SpinCo Group to use commercially reasonable efforts to obtain the waivers of subrogation contemplated by Section 7.4(c); and

(d) any breach by EESLP or any member of the SpinCo Group of this Agreement or any Ancillary Agreements.

7.4 **Indemnification Obligations Net of Insurance Proceeds**.

(a) The parties intend that any Liability subject to indemnification or reimbursement pursuant to this Article VII or Article VIII shall be net of Insurance Proceeds that actually reduce the amount of the Liability. Accordingly, the amount that any party (an "***Indemnifying Party***") is required to pay to any

Person entitled to indemnification hereunder (an "***Indemnitee***") shall be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an "***Indemnity Payment***") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) An insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a "windfall" (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions hereof) by virtue of the indemnification provisions hereof.

(c) Each of EESLP and Controlled shall, and shall cause the members of its Group to, when appropriate, use commercially reasonable efforts to obtain waivers of subrogation for each of the insurance policies described in Section 7.16. Each of EESLP and Controlled hereby waives, for itself and each member of its Group, its rights to recover against the other party in subrogation or as subrogee for a third Person.

(d) For all claims as to which indemnification is provided under Section 7.2 or 7.3 other than Third-Party Claims (as to which Section 7.5 shall apply), the reasonable fees and expenses of counsel to the Indemnitee for the enforcement of the indemnity obligations shall be borne by the Indemnifying Party.

7.5 **Procedures for Indemnification of Third-Party Claims**.

(a) If an Indemnitee shall receive written notice from a Person (including any Governmental Authority) who is not a member of the RemainCo Group or the SpinCo Group (a "***Third Party***") of any claim or of the commencement by any such Person of any Action (collectively, a "***Third-Party Claim***") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 7.2 or 7.3, or any other Section of this Agreement or, subject to Section 7.14, any Ancillary Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof within fourteen (14) days of receipt of such written notice. Any such notice shall describe the Third-Party Claim in reasonable detail and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 7.5(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the

extent to which the Indemnifying Party shall demonstrate that it was materially prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 7.5(a).

(b) Subject to the terms and conditions of any applicable insurance policy in place after the Effective Time, an Indemnifying Party may elect to defend (and to seek to settle or compromise), at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, any Third Party Claim. Within thirty (30) days after the receipt of notice from an Indemnitee in accordance with Section 7.5(a) (or sooner, if the nature of such Third-Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election whether the Indemnifying Party shall assume responsibility for defending such Third-Party Claim. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third-Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnitee except as otherwise expressly set forth herein.

(c) If an Indemnifying Party has elected to assume the defense of a Third-Party Claim, then such Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of such Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred during the course of its defense of such Third Party Claim, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim or fails to notify an Indemnitee of its election within thirty (30) days after receipt of a notice from an Indemnitee, such Indemnitee shall have the right to control the defense of such Third-Party Claim, in which case the Indemnifying Party shall be liable for all reasonable fees and expenses incurred by the Indemnitee in connection with the defense of such Third-Party Claim.

(d) Notwithstanding an election by an Indemnifying Party to defend a Third-Party Claim pursuant to Section 7.5(b), a Indemnitee may, upon notice to the Indemnifying Party, elect to take over the defense of such Third-Party Claim if (i) in its exercise of reasonable business judgment, the Indemnitee determines that the Indemnifying Party is not defending such Third-Party Claim competently or in good faith, (ii) the Indemnitee determines in its exercise of reasonable business judgment that there exists a compelling business reason for such Indemnitee to defend such Third-Party Claim (other than as contemplated by the foregoing clause (i)), (iii) the Indemnifying Party makes a general assignment for the benefit of creditors, has filed against it or files a petition in bankruptcy or insolvency or is declared bankrupt or insolvent or declares that it is bankrupt or insolvent, or (iv) there occurs a change of control of the Indemnifying Party.

(e) An Indemnitee that does not conduct and control the defense of any Third-Party Claim, or an Indemnifying Party that has failed to elect to defend any Third-Party Claim as contemplated hereby, nevertheless shall have the right to employ separate counsel (including local counsel as necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee or Indemnifying Party, but the fees and expenses of such counsel shall be at the expense of such Indemnitee or Indemnifying Party, as the case may be, and the provisions of Section 7.5(c) shall not apply to such fees and expenses. Notwithstanding the foregoing, subject to Section 8.7, such party shall

cooperate with the party entitled to conduct and control the defense of such Third-Party Claim in such defense and make available to the controlling party, at the non-controlling party's expense, all witnesses, information and materials in such party's possession or under such party's control relating thereto as are reasonably required by the controlling party. In addition to the foregoing, if any Indemnitee shall in good faith determine that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel as necessary) and to participate in (but not control) the defense, compromise or settlement thereof, and the Indemnifying Party shall bear the reasonable fees and expenses of such counsel for all Indemnitees.

(f) Neither party may settle or compromise any Third-Party Claim for which either party is seeking to be indemnified hereunder without the prior written consent of the other party, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages, does not involve any finding or determination of wrongdoing or violation of Law by the other party and provides for a full, unconditional and irrevocable release of the

other party from all Liability in connection with the Third-Party Claim. The parties hereby agree that if a party presents the other party with a written notice containing a proposal to settle or compromise a Third-Party Claim for which either party is seeking to be indemnified hereunder and the party receiving such Proposal does not respond in any manner to the party presenting such proposal within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(g) Schedule 7.5(g) identifies certain pending Third-Party Claims with respect to which Liabilities will be allocated and the other actions taken as set forth therein. With respect to the Third-Party Claims identified in Schedule 7.5(g), in the event of any conflict between the provisions of this Article VII and the provisions of Schedule 7.5(g), the latter shall govern. There shall be no requirement under this Section 7.5 to give notice with respect to any Third-Party Claims identified in Schedule 7.5(g), that exist as of the Effective Time.

(h) The provisions of this Section 7.5 (other than this Section 7.5(h)) and the provisions of Section 7.6 shall not apply to Taxes (Taxes being governed by the Tax Matters Agreement).

(i) The Indemnifying Party shall establish a procedure reasonably acceptable to the Indemnitee to keep the Indemnitee reasonably informed of the progress of the Third-Party Claim and to notify the Indemnitee when any such Third-Party Claim is closed, regardless of whether such Third-Party Claim was resolved by settlement, verdict, dismissal or otherwise.

7.6 **Additional Matters**.

(a) Indemnification payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification under this Article VII shall be paid by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification payment, including documentation with respect to calculations made and

consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. THE INDEMNITY AGREEMENTS CONTAINED IN THIS ARTICLE VII SHALL REMAIN OPERATIVE AND IN FULL FORCE AND EFFECT, REGARDLESS OF (I) ANY INVESTIGATION MADE BY OR ON BEHALF OF ANY INDEMNITEE, (II) THE KNOWLEDGE BY THE INDEMNITEE OF LIABILITIES FOR WHICH IT MIGHT BE ENTITLED TO INDEMNIFICATION HEREUNDER AND (III) ANY TERMINATION OF THIS AGREEMENT.

(b) Any claim on account of a Liability that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the related Indemnifying Party. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such thirty (30)-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such thirty (30)-day period or rejects such claim in whole or in part, such Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements.

(c) In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(d) In the event of an Action for which indemnification is sought pursuant to Section 7.2 or 7.3 and in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the parties shall use commercially reasonable efforts to substitute the Indemnifying Party for the named defendant.

(e) In the event that EESLP or Controlled establishes a risk accrual in an amount of at least $1,000,000 with respect to any Third-Party Claim for which such party has indemnified the other party pursuant to Section 7.2 or 7.3, as applicable, it shall notify the other party of the existence and amount of such risk accrual (i.e., when the accrual is recorded in the financial statements as an accrual for a potential liability), subject to the parties entering into an appropriate agreement with respect to the confidentiality and/or privilege thereof.

(f) An Indemnitee shall take all reasonable steps to mitigate damages in respect of any claim for which it seeks indemnification hereunder, and shall use reasonable efforts to avoid any costs or expenses associated with such claim and, if such costs and expenses cannot be avoided, to minimize the amount thereof.

(g) Unless otherwise required by applicable Law, the parties will treat any indemnity payment made pursuant to this Agreement or any Ancillary Agreement and the payment of the Shortfall Amount in the same manner as if such payment were a non-taxable distribution or

capital contribution, as the case may be, made immediately prior to the External Distribution, except to the extent that RemainCo and SpinCo treat a payment as the settlement of an intercompany liability.

(h) THE RELEASES AND INDEMNIFICATION OBLIGATIONS OF THE PARTIES IN THIS AGREEMENT ARE EXPRESSLY INTENDED, AND SHALL OPERATE AND BE CONSTRUED, TO APPLY EVEN WHERE THE LOSSES OR LIABILITIES FOR WHICH THE RELEASE AND/OR INDEMNITY ARE GIVEN ARE CAUSED, IN WHOLE OR IN PART, BY THE SOLE, JOINT, JOINT AND SEVERAL, CONCURRENT, CONTRIBUTORY, ACTIVE OR PASSIVE NEGLIGENCE OR THE STRICT LIABILITY OR FAULT OF THE PARTY BEING RELEASED OR INDEMNIFIED.

7.7 **Remedies Cumulative**. The remedies provided in this Article VII shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party; *provided*, *however*, if a party has recovered any Losses from the other party pursuant to any provision of this Agreement or any Ancillary Agreement or otherwise, it shall not be entitled to recover the same Losses pursuant to any other provision of this Agreement or any Ancillary Agreement or otherwise.

7.8 **Survival of Indemnities**. The rights and obligations of each of EESLP and Controlled and their respective Indemnitees under this Article VII shall survive (a) the sale or other transfer by any party of any Assets or businesses or the assignment by it of any Liabilities, and (b) any merger, consolidation business combination, sale of all or substantially all of the Assets, restructuring, recapitalization, reorganization or similar transaction involving either party or any of its respective Subsidiaries.

7.9 **Guarantees, Letters of Credit and Other Obligations**. In furtherance of, and not in limitation of, the obligations set forth in Section 2.7:

(a) On or prior to the Effective Time or as soon as practicable thereafter, Controlled shall (with the reasonable cooperation of the applicable member(s) of the SpinCo Group) use its commercially reasonable efforts to have any member(s) of the SpinCo Group removed as guarantor of or obligor for any Controlled Liability, including in respect of those guarantees, letters of credit and other obligations set forth on Schedule 7.9(a)(i). On or prior to the Effective Time or as soon as practicable thereafter, EESLP shall (with the reasonable cooperation of the applicable member(s) of the RemainCo Group) use its commercially reasonable efforts to have any member(s) of the RemainCo Group removed as guarantor of or obligor for any SpinCo Specified Liabilities, except for the guarantees listed on Schedule 7.9(a)(ii).

(b) On or prior to the Effective Time, (i) to the extent required to obtain a release from a guarantee, letter of credit or other obligation of any member of the SpinCo Group, Controlled shall execute a substitute document in the form of any such existing guarantee or letter of credit, as applicable, or such other form as is agreed to by the relevant parties to such guarantee agreement, letter of credit or other obligation, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which Controlled would be reasonably unable to comply or (B) which would be reasonably expected to be breached and (ii) to the extent required to obtain a release from a guarantee, letter of credit or

other obligation of any member of the RemainCo Group, SpinCo shall execute a substitute document in the form of any such existing guarantee or letter of credit, as applicable, or such other form as is agreed to by the relevant parties to such guarantee agreement, letter of credit or other obligation, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which SpinCo would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If the parties are unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 7.9 or for the guarantees set forth on Schedule 7.9(c) for which SpinCo is not required to remove any member of the RemainCo Group, (i) (A) Controlled shall, and shall cause the other members of the RemainCo Group to, indemnify, defend and hold harmless each of the SpinCo Indemnitees for any Liability arising from or relating to such guarantee, letter of credit or other obligation, as applicable, and shall, as agent or subcontractor for the applicable SpinCo Group guarantor or obligor, pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, and (B) Controlled shall not, and shall cause the other members of the RemainCo Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any loan, guarantee, letter of credit, lease, contract or other obligation for which a member of the SpinCo Group is or may be liable unless all obligations of the members of the SpinCo Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to SpinCo in its sole and absolute discretion and (ii) (A) SpinCo shall, and shall cause the other members of the SpinCo Group to, indemnify, defend and hold harmless each of the RemainCo Indemnitees for any Liability arising from or relating to such guarantee, letter of credit or other obligation, as applicable, and shall, as agent or subcontractor for the applicable RemainCo Group guarantor or obligor, pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, and (B) SpinCo shall not, and shall cause the other members of the SpinCo Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any loan, guarantee, letter of credit, lease, contract or other obligation for which a member of the RemainCo Group is or may be liable unless all obligations of the members of the RemainCo Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to RemainCo in its sole and absolute discretion.

7.10 **Right of Contribution**.

(a) *Contribution*. If any right of indemnification contained in this Article VII is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and its Subsidiaries, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

(b) *Allocation of Relative Fault*. Solely for purposes of determining relative fault pursuant to this Section 7.10: (i) any fault associated with the business conducted with the Controlled Assets or Controlled Liabilities (except for the gross negligence or intentional misconduct of SpinCo or a SpinCo Subsidiary) or with the ownership, operation or activities of

the RemainCo Business, in each case, prior to the Effective Time, shall be deemed to be the fault of RemainCo and its Subsidiaries, and no such fault shall be deemed to be the fault of SpinCo or a SpinCo Subsidiary; and (ii) any fault associated with the business conducted with the SpinCo Assets or SpinCo Liabilities (except for the gross negligence or intentional misconduct of Controlled or a Controlled Subsidiary) or with the ownership, operation or activities of the SpinCo Business, in each case, prior to the Effective Time, shall be deemed to be the fault of SpinCo and its Subsidiaries, and no such fault shall be deemed to be the fault of RemainCo or a RemainCo Subsidiary. For purposes of this Section 7.10 or otherwise relating to misstatements or omissions under securities or antifraud Laws, the relative fault of a member of the RemainCo Group, on the one hand, and of a member of the SpinCo Group, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact (i) relates to a member of the SpinCo Group or a member of the SpinCo Group and (ii) relates to information that was supplied by a member of the RemainCo Group or a member of the SpinCo Group.

(c) *Contribution Procedures*. The provisions of Sections 7.5 and 7.6 shall govern any contribution claims.

7.11 **No Impact on Third Parties**. For the avoidance of doubt, except as expressly set forth in this Agreement, the indemnifications provided for in this Article VII are made only for purposes of allocating responsibility for Liabilities between the SpinCo Group, on the one hand, and the RemainCo Group, on the other hand, and are not intended to, and shall not, affect any obligations to, or give rise to any rights of, any third parties.

7.12 **No Cross-Claims or Third-Party Claims**. Each of RemainCo and SpinCo agrees that it shall not, and shall not permit the members of its respective Group to, in connection with any Third-Party Claim, assert as a counterclaim or third-party claim against any member of the SpinCo Group or RemainCo Group, respectively, any claim (whether sounding in contract, tort or otherwise) that arises out of or relates to this Agreement, any breach or alleged breach hereof, the transactions contemplated hereby (including all actions taken in furtherance of the transactions contemplated hereby on or prior to the date hereof), or the construction, interpretation, enforceability or validity hereof, which in each such case shall be asserted only as contemplated by Article VI.

7.13 **Severability**. If any indemnification provided for in this Article VII is determined by a Texas federal or state court to be invalid, void or unenforceable, the liability shall be apportioned between the Indemnitee and the Indemnifying Party as determined in a separate proceeding in accordance with Article VI.

7.14 **Ancillary Agreements**. Notwithstanding anything in this Agreement to the contrary, to the extent the Omnibus Agreement or any Ancillary Agreement contains any indemnification obligation or contribution obligation relating to any SpinCo Liability, Controlled Liability, SpinCo Asset or Controlled Asset contributed, assumed, retained, transferred, delivered, conveyed or governed pursuant to the Omnibus Agreement or such Ancillary Agreement or any Loss under the Omnibus Agreement or such Ancillary Agreement, as applicable, the indemnification obligations and contribution obligations contained herein shall not apply to such SpinCo Liability, Controlled Liability, SpinCo Asset or Controlled Asset or to

such Loss and instead the indemnification obligations and/or contribution obligations set forth in the Omnibus Agreement or such Ancillary Agreement, as applicable, shall govern with regard to such SpinCo Liability, Controlled Liability, SpinCo Asset or Controlled Asset or such Loss.

7.15 **Cooperation in Defense and Settlement.**

(a) With respect to any Third-Party Claim that implicates both parties in a material fashion due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that will preserve for the parties the attorney-client privilege, joint defense or other privilege with respect thereto).

(b) To the extent there are documents, other materials, access to employees or witnesses related to or from a Party that is not responsible for the defense or Liability of a particular Action, such Party shall provide to the other Party reasonable access to documents, other materials, employees, and shall permit employees, officers and directors to cooperate as witnesses in the defense of such Action.

(c) Each of EESLP and Controlled agrees that at all times from and after the Effective Time, if an Action currently exists or is commenced by a Third Party with respect to which a party (or one of its Subsidiaries) is a named defendant, but the defense of such Action and any recovery in such Action is otherwise not a Liability allocated under this Agreement or any Ancillary Agreement to that party, then the other party shall use commercially reasonable efforts to cause the named but not liable defendant to be removed from such Action and such defendants shall not be required to make any payments or contributions therewith.

(d) In the case of any Action involving a matter contemplated by Section 7.15(c), (i) if there is a conflict of interest that under applicable rules of professional conduct would preclude legal counsel for one party or one of its Subsidiaries representing another party or one of its Subsidiaries or (ii) if any Third-Party Claim seeks equitable relief that would restrict or limit the future conduct of the non-responsible party or one of its Subsidiaries or such party's business or operations of a party or its Subsidiaries, then the non-responsible party shall be entitled to retain, at its expense, separate legal counsel to represent its interest and to participate in the defense, compromise, or settlement of that portion of the Third-Party Claim against that party or one of its Subsidiaries.

7.16 **Insurance Matters.**(a)

(a) The Parties intend by this Agreement that, to the extent permitted under the terms of any applicable Insurance Policy or D&O Policy, SpinCo, each other member of the SpinCo Group and each of their respective directors, officers and employees will be successors in interest and/or additional insureds and will have and be fully entitled to continue to exercise all rights that any of them may have as of the Effective Time (with respect to events occurring or claimed to have occurred before the Effective Time) as a Subsidiary, Affiliate, division, director, officer or employee of RemainCo before the Effective Time under any Insurance Policy or D&O Policy, including any rights that SpinCo, any other member of the SpinCo Group or any of its or

their respective directors, officers, or employees may have as an insured or additional named insured, Subsidiary, Affiliate, division, director, officer or employee to avail itself, himself or herself of any policy of insurance or any agreements related to the policies in effect before the Effective Time, with respect to events occurring before the Effective Time.

(b) After the Effective Time, RemainCo (and each other member of the RemainCo Group) and SpinCo (and each other member of the SpinCo Group) shall not, without the consent of SpinCo or RemainCo, respectively (such consent not to be unreasonably withheld, conditioned or delayed), provide any insurance carrier with a release or amend, modify or waive any rights under any Insurance Policy or D&O Policy if such release, amendment, modification or waiver thereunder would materially adversely affect any rights of any member of the Group of the other Party with respect to insurance coverage otherwise afforded to such other Party for pre-External Distribution claims; *provided*, *however*, that the foregoing shall not (i) preclude any member of any Group from presenting any claim or from exhausting any policy limit, (ii) require any member of any Group to pay any premium or other amount or to incur any Liability or (iii) require any member of any Group to renew, extend or continue any policy in force.

(c) The provisions of this Agreement are not intended to relieve any insurer of any Liability under any policy.

(d) No member of the RemainCo Group or any RemainCo Indemnitee will have any Liabilities whatsoever as a result of the Insurance Policies or D&O Policies as in effect at any time before the Effective Time, including as a result of (i) the level or scope of any insurance, (ii) the creditworthiness of any insurance carrier, (iii) the terms and conditions of any policy, or (iv) the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim.

(e) Except to the extent otherwise provided in Section 7.16(b), in no event will RemainCo, any other member of the RemainCo Group or any RemainCo Indemnitee have any Liability or obligation whatsoever to any member of the SpinCo Group if any Insurance Policy or D&O Policy is terminated or

otherwise ceases to be in effect for any reason, is unavailable or inadequate to cover any Liability of any member of the SpinCo Group for any reason whatsoever or is not renewed or extended beyond the current expiration date.

(f) This Agreement is not intended as an attempted assignment of any policy of insurance or as a contract of insurance and will not be construed to waive any right or remedy of any members of the RemainCo Group in respect of any insurance policy or any other contract or policy of insurance.

(g) Nothing in this Agreement will be deemed to restrict any member of the SpinCo Group from acquiring at its own expense any other insurance policy in respect of any Liabilities or covering any period.

(h) To the extent that any Insurance Policy or D&O Policy provided for the reinstatement of policy limits, and both RemainCo and SpinCo desire to reinstate such limits, the cost of reinstatement will be shared by RemainCo and SpinCo as the Parties may agree. If either Party, in its sole discretion, determines that such reinstatement would not be beneficial, that

Party shall not contribute to the cost of reinstatement and will not make any claim thereunder nor otherwise seek to benefit from the reinstated policy limits.

(i) For purposes of this Agreement, "***Covered Matter***" shall mean any matter, whether arising before or after the Effective Time, with respect to which any SpinCo Indemnitee may seek to exercise any right under any Insurance Policy or D&O Policy pursuant to this Section 7.16. If SpinCo receives notice or otherwise learns of any Covered Matter, SpinCo shall promptly give RemainCo written notice thereof. Any such notice shall describe the Covered Matter in reasonable detail. With respect to each Covered Matter and any Joint Claim, RemainCo shall have sole responsibility for reporting the claim to the insurance carrier and will provide a copy of such report to SpinCo. If RemainCo or another member of the RemainCo Group fails to notify SpinCo within fifteen (15) days that it has submitted an insurance claim with respect to a Covered Matter or Joint Claim, SpinCo shall be permitted to submit (on behalf of the applicable SpinCo Indemnitee) such insurance claim.

(j) Each of SpinCo and RemainCo will share such information as is reasonably necessary in order to permit the other Party to manage and conduct its insurance matters in an orderly fashion and provide the other Party with any assistance that is reasonably necessary or beneficial in connection such Party's insurance matters.

ARTICLE VIII.
EXCHANGE OF INFORMATION; CONFIDENTIALITY

8.1 **Agreement for Exchange of Information**. Except as otherwise provided in any Ancillary Agreement, each of RemainCo and SpinCo, on behalf of itself and the members of its respective Group, shall use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other party, at any time before or after the Effective Time, as soon as reasonably practicable after written request therefor, any Information (or a copy thereof) in the possession or under the control of either party or any of its Subsidiaries to the extent that: (i) such Information relates to the SpinCo Business or any SpinCo Asset or SpinCo Liability, if SpinCo is the requesting party, or to the RemainCo Business or any Controlled Asset or Controlled Liability, if RemainCo is the requesting party; (ii) such Information is required by the requesting party to comply with its obligations under this Agreement or any Ancillary Agreement; or (iii) such Information is required by the requesting party to comply with any obligation imposed by any Governmental Authority; *provided*, *however*, that, in the event that the party to whom the request has been made determines that any such provision of Information could be commercially detrimental, violate any Law or agreement or waive any attorney-client privilege, then the parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence. The party providing Information pursuant to this Section 8.1 shall only be obligated to provide such Information in the form, condition and format in which it then exists and in no event shall such party be required to perform any improvement, modification, conversion, updating or reformatting of any such Information, and nothing in this Section 8.1 shall expand the obligations of the parties under Section 8.4.

8.2 **Ownership of Information**. Any Information owned by one Group that is provided to a requesting party pursuant to Section 8.1 or 8.7 shall remain the property of the

providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

8.3 **Compensation for Providing Information**. The party requesting Information agrees to reimburse the other party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such Information or otherwise complying with the request with respect to such Information.

8.4 **Record Retention**.

(a) The parties agree and acknowledge that it is not practicable to separate all Tangible Information belonging to the parties, and that following the Effective Time, each party will have some of the Tangible Information of the other party stored at its facilities or at Third Party records storage locations arranged for by such party (each, a "***Records Facility***"); *provided* that the cost of any Third Party Records Facility where Tangible Information belonging to both members of the SpinCo Group and members of the RemainCo Group is stored shall be split equally between the SpinCo Group and the RemainCo Group.

(b) Each party shall use the same degree of care (but no less than a reasonable degree of care) as it takes to preserve confidentiality for its own similar Information: (i) to maintain the Stored Records as to which it is the Custodial Party in accordance with its regular records retention policies and procedures and the terms of this Section 8.4; and (ii) to comply with the requirements of any "litigation hold" that relates to Stored Records as to which it is the Custodial Party that relates to (x) any Action that is pending as of the Effective Time or (y) any Action that arises or becomes threatened or reasonably anticipated after the Effective Time as to which the Custodial Party has received a written notice of the applicable "litigation hold" from the Non-Custodial Party.

8.5 **Limitations of Liability.** No party shall have any liability to any other party in the event that any Information exchanged or provided pursuant to this Agreement is found to be inaccurate in the absence of willful misconduct by the party providing such Information. No party shall have any liability to any other party if any Information is destroyed after commercially reasonable efforts by such party to comply with the provisions of Section 8.4.

8.6 **Other Agreements Providing for Exchange of Information**.

(a) The rights and obligations granted under this Article VIII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth herein or any Ancillary Agreement.

(b) Either party that receives, pursuant to a request for Information in accordance with this Article VIII, Tangible Information that is not relevant to its request shall (i) return it to the providing party or, at the providing party's request, destroy such Tangible Information and (ii) deliver to the providing party a certificate certifying that such Tangible Information was returned or destroyed, as the case may be, which certificate shall be signed by an authorized Representative of the requesting party.

(c) When any Tangible Information provided by one party to the other party (other than Tangible Information provided pursuant to Section 8.4) is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement or is no longer required to be retained by applicable Law, the receiving party shall promptly, after request of the other party, either return to the other party all Tangible Information in the form in which it was originally provided (including all copies thereof and all notes, extracts or summaries based thereon) or, if the providing party has requested that the other party destroy such Tangible Information, certify to the other party that it has destroyed such Tangible Information (and such copies thereof and such notes, extracts or summaries based thereon); *provided*, that this obligation to return or destroy such Tangible Information shall not apply to any Tangible Information solely related to the receiving party's business, Assets, Liabilities, operations or activities.

8.7 **Auditors and Audits; Annual and Quarterly Financial Statements and Accounting**.

(a) Each party agrees that during the period ending 240 days following the Effective Time (and with the consent of the other party, which consent shall not be unreasonably withheld or delayed, during any period of time after such 240-day period reasonably requested by such requesting party, so long as there is a reasonable business purpose for such request) and in any event solely with respect to the preparation and audit of each of the party's financial statements for any of the fiscal years 2014 and 2015, the printing, filing and public dissemination of such financial statements, the audit of each party's internal control over financial reporting and such party's management's assessment thereof, and each party's management's assessment of such party's disclosure controls and procedures:

(i) Each party shall provide or provide access to the other party on a timely basis, all information reasonably required to meet its schedule for the preparation, printing, filing, and public dissemination of its annual financial statements and for management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated by the SEC and, to the extent applicable to such party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder (such assessments and audit being referred to as the "***Internal Control Audit and Management Assessments***"). Without limiting the generality of the foregoing, each party will provide all required financial and other information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to each Other Party's Auditor with respect to information to be included or contained in such other party's annual financial statements and to permit such Other Party's Auditor and management to complete the Internal Control Audit and Management Assessments;

(ii) Each audited party shall authorize, and use its commercially reasonable efforts to cause, its respective auditors to make available to each other party's auditor (each such other Party's auditors, the "***Other Party's Auditor***") both the personnel who

performed or are performing the annual audits of such audited party (such party with respect to its own audit, the "***Audited Party***") and work papers related to the annual audits of such Audited Party, in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditor is able to perform the procedures it considers necessary to take responsibility for the work of the Audited Party's auditor as it relates to its auditor's report on such other party's financial statements, all within sufficient time to enable such other party to meet its timetable for the printing, filing and public dissemination of its annual financial statements. Each party shall make available to the Other Party's Auditor and management its personnel and Records in a reasonable time prior to the Other Party's Auditor's opinion date and other party's management's assessment date so that the Other Party's Auditor and other party's management are able to perform the procedures they consider necessary to conduct the Internal Control Audit and Management Assessments.

(b) In the event a party restates any of its financial statements that includes such party's audited or unaudited financial statements with respect to any balance sheet date or period of operation as of the end of and for the fiscal years 2014 and 2015, such party will deliver to the other party a substantially final draft, as soon as the same is prepared, of any report to be filed by such first party with the SEC that includes such restated audited or unaudited financial statements (the "***Amended Financial Report***"); *provided*, *however*, that such first party may continue to revise its Amended Financial Report prior to its filing thereof with the SEC, which changes will be delivered to the other party as soon as reasonably practicable; provided, further, however, that such first Party's financial personnel will actively consult with the other party's financial personnel regarding any changes which such first party may consider making to its Amended Financial Report and related disclosures prior to the anticipated filing of such report with the SEC, with particular focus on any changes which would have an effect upon the other party's financial statements or related disclosures. Each party will reasonably cooperate with, and permit and make any necessary employees available to, the other party, in connection with the other party's preparation of any Amended Financial Reports.

(c) If either party or member of its respective Group is required, pursuant to Rule 3-09 of Regulation S-X promulgated by the SEC or otherwise, to include in its Exchange Act filings audited financial statements or other information of the other Party or member of the other party's Group, the other party shall use its commercially reasonable efforts (i) to provide such audited financial statements or other information, and (ii) to cause its outside auditors to consent to the inclusion of such audited financial statements or other information in the party's Exchange Act filings.

(d) Nothing in this Section 8.7 shall require any Party to violate any agreement with any third party regarding the confidentiality of confidential and proprietary information relating to that third party or its business; *provided*, *however*, that in the event that a Party is required under this Section 8.7 to disclose any such information, such Party shall use commercially reasonable efforts to seek to obtain such third party's consent to the disclosure of such information.

8.8 **Cooperation**. Without limiting any other provision of this Agreement, the parties agree to consult and cooperate to the extent reasonably necessary with respect to any Actions,

and, upon reasonable written request of the other party, shall use reasonable efforts to make available to such other party the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group (whether as witnesses or otherwise). The requesting party shall bear all costs and expenses in connection therewith. Notwithstanding the foregoing, this Section 8.8 shall not require a party to take any step that would significantly interfere, or that such party reasonably determines could significantly interfere, with its business.

8.9 **Privileged Matters**.

(a) The parties recognize that legal and other professional services that have been and shall be provided prior to the Effective Time have been and shall be rendered for the collective benefit of the parties and their respective Subsidiaries, and that each party and its respective Subsidiaries should be deemed to be the client with respect to such services for the purposes of asserting all privileges and immunities that may be asserted under applicable Law in connection therewith.

(b) The parties agree as follows: (i) RemainCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the RemainCo Business, whether or not the Privileged Information is in the possession or under the control of a member of the RemainCo Group or the SpinCo Group; RemainCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any Controlled Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of a member of the RemainCo Group or the SpinCo Group; and (ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the SpinCo Business, whether or not the Privileged Information is in the possession or under the control of a member of the RemainCo Group or the SpinCo Group; SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any SpinCo Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of a member of the RemainCo Group or the SpinCo Group.

(c) Subject to Sections 8.9(d) and 8.9(e), the parties agree that they shall have a shared privilege or immunity with respect to all privileges not allocated pursuant to Section 8.9(b) and all privileges and immunities relating to any Actions or other matters that involve both parties (or one or more of their respective Subsidiaries) and in respect of which both parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either party without the consent of the other party.

(d) If any dispute arises between RemainCo and SpinCo, or any of their respective Subsidiaries, regarding whether a privilege or immunity should be waived to protect or advance the interests of either party and/or their respective Subsidiaries, each party agrees that it shall: (i) negotiate with the other party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other party and (iii) not unreasonably withhold consent to any request for waiver by the

other party. Further, each party specifically agrees that it shall not withhold its consent to the waiver of a privilege or immunity for any purpose except to protect its own legitimate interests.

(e) Upon receipt by any member of the SpinCo Group of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Information subject to a shared privilege or immunity or as to which RemainCo or any of the RemainCo Subsidiaries has the sole right hereunder to assert a privilege or immunity, or if SpinCo obtains knowledge that any of its, or a SpinCo Subsidiary's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, SpinCo shall promptly provide written notice to RemainCo of the existence of the request (which notice shall be delivered to RemainCo no later than five (5) business days following the receipt of any such subpoena, discovery or other request) and shall provide RemainCo a reasonable opportunity to review the Information and to assert any rights it or they may have, including under this Section 8.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Upon receipt by any of the RemainCo Entities of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Information subject to a shared privilege or immunity or as to which SpinCo or any of the SpinCo Subsidiaries has the sole right hereunder to assert a privilege or immunity, or if RemainCo obtains knowledge that any of its, or a RemainCo Subsidiary's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, RemainCo shall promptly provide written notice to SpinCo of the existence of the request (which notice shall be delivered to SpinCo no later than five (5) business days following the receipt of any such subpoena, discovery or other request) and shall provide SpinCo a reasonable opportunity to review the Information and to assert any rights it or they may have, including under this Section 8.9 or otherwise, to prevent the production or disclosure of such Privileged Information.

(g) Any furnishing of, or access to, Information pursuant to this Agreement and the transfer of the Asset and retention of the SpinCo Assets by EESLP are made and done in reliance on the agreement of the parties set forth in this Section 8.9 and in Section 8.10 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges and immunities. The parties further agree that: (i) the exchange or retention by one party to the other party of any Privileged Information that should not have been transferred or retained, as the case may be, pursuant to the terms of this Article VIII shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information; and (ii) the party receiving or retaining such Privileged Information shall promptly return or transfer, as the case may be, such Privileged Information to the party who has the right to assert the privilege or immunity.

(h) In furtherance of, and without limitation to, the parties' agreement under this Section 8.9, RemainCo and SpinCo shall, and shall cause their applicable Subsidiaries to, use reasonable efforts to maintain their respective separate and joint privileges and immunities,

including by executing joint defense and/or common interest agreements where necessary or useful for this purpose.

8.10 **Confidentiality**.

(a) *Confidentiality*. From and after the Effective Time, subject to Section 8.11 and except as contemplated by or otherwise provided in this Agreement or any Ancillary Agreement, RemainCo, on behalf of itself and each of the RemainCo Subsidiaries, and SpinCo, on behalf of itself and each of the SpinCo Subsidiaries, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to RemainCo's confidential and proprietary information pursuant to policies in effect as of the Effective Time, all confidential and proprietary Information concerning the other party (or its business) and the other party's Subsidiaries (or their respective businesses) that is either in its possession (including confidential and proprietary Information in its possession prior to the Effective Time) or furnished by the other party or the other party's Subsidiaries or their respective Representatives at any time pursuant to this Agreement or any Ancillary Agreement, and shall not use any such confidential and proprietary Information other than for such purposes as may be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential and proprietary Information has been: (i) in the public domain or generally available to the public, other than as a result of a disclosure by such party or any of its Subsidiaries or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such party or any of its Subsidiaries, which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential and proprietary Information or (iii) independently developed or generated without reference to or use of the respective proprietary or confidential Information of the other party or any of its Subsidiaries. If any confidential and proprietary Information of one party or any of its Subsidiaries is disclosed to another party or any of its Subsidiaries in connection with providing services to such first party or any of its Subsidiaries under this Agreement or any Ancillary Agreement, then such disclosed confidential and proprietary Information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction*. Each party agrees not to release or disclose, or permit to be released or disclosed, any confidential or proprietary Information of the other party addressed in Section 8.10(a) to any other Person, except its Representatives who need to know such Information in their capacities as such, and except in compliance with Section 8.11. Without limiting the foregoing, when any Information furnished by the other party after the Effective Time pursuant to this Agreement or any Ancillary Agreement is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each party shall, at its option, promptly after receiving a written notice from the disclosing party, either return to the disclosing party all such Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the disclosing party that it has destroyed such Information (and such copies thereof and such notes, extracts or summaries based thereon); *provided*, *however*, that a party shall not be required to destroy or return any such Information to the extent that (i) the party is required to retain the Information in order to comply with any applicable Law, (ii) the Information has been backed up electronically pursuant to the party's standard document retention policies and will be managed and ultimately destroyed consistent

with such policies or (iii) it is kept in the party's legal files for purposes of resolving any dispute that may arise under this Agreement or any Ancillary Agreement.

(c) *Third-Party Information; Privacy or Data Protection Laws*. Each party acknowledges that it and its respective Subsidiaries may presently have and, following the Effective Time, may gain access to or possession of confidential or proprietary Information of, or personal Information relating to, Third Parties: (i) that was received under confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other party or the other party's Subsidiaries, on the other hand, prior to the Effective Time or (ii) that, as between the two parties, was originally collected by the other party or the other party's Subsidiaries and that may be subject to and protected by privacy, data protection or other applicable Laws. As may be provided in more detail in an applicable Ancillary Agreement, each party agrees that it shall hold, protect and use, and shall cause its Subsidiaries and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary Information of, or personal Information relating to, Third Parties in accordance with privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Time or affirmative commitments or representations that were made before the Effective Time by, between or among the other party or the other party's Subsidiaries, on the one hand, and such Third Parties, on the other hand.

(d) *Trade Secrets*. Neither party shall disclose any of its trade secrets or the trade secrets of its Subsidiaries to the other party or the other party's Subsidiaries unless reasonably required for the provision of any services under this Agreement or any Ancillary Agreement and the other party or the applicable Subsidiary of the other party has agreed to specific terms and conditions related to such disclosure. Neither party nor their Subsidiaries shall be liable for failure to provide any services under this Agreement or any Ancillary Agreement as a result of the non-disclosure of trade secrets.

8.11 **Protective Arrangements**. In the event that either party or any of its Subsidiaries is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to applicable Law or the rules of any stock exchange on which the shares of the party or any member of its Group are traded to disclose or provide any confidential or proprietary Information of the other party (other than with respect to any such Information furnished pursuant to the provisions of Sections 8.1 and 8.7, as applicable), that is subject to the confidentiality provisions hereof, such party shall provide the other party with written notice of such request or demand as promptly as practicable under the circumstances so that such other party shall have an opportunity to seek an appropriate protective order, at such other party's own cost and expense. In the event that such other party fails to receive such appropriate protective order in a timely manner and the party receiving the request or demand reasonably determines that its failure to disclose or provide such Information shall actually prejudice the party receiving the request or demand, then the party that received such request or demand may thereafter disclose or provide Information to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority.

ARTICLE IX.
FURTHER ASSURANCES AND ADDITIONAL COVENANTS

9.1 **Further Assurances**.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties hereto shall use its commercially reasonable efforts, prior to, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable on its part under applicable Laws, regulations and agreements, to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Effective Time, each party hereto shall cooperate with each other party hereto, and without any further consideration, but at the expense of the requesting party, to execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain or make any Approvals or Notifications of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any Third-Party consents or Governmental Approvals), and to take all such other actions as such party may reasonably be requested to take by any other party hereto from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the transfers of the SpinCo Assets and the assignment and assumption of the SpinCo Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each party shall, at the reasonable request, cost and expense of any other party, take such other actions as may be reasonably necessary to vest in such other party all of the transferring party's right, title and interest to the Assets allocated to such party by this Agreement or any Ancillary Agreement, in each case, if and to the extent it is practicable to do so.

(c) On or prior to the Effective Time, RemainCo and SpinCo in their respective capacities as direct and indirect stockholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of RemainCo or Subsidiary of SpinCo, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

9.2 **Performance**. RemainCo shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the RemainCo Group. SpinCo shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the SpinCo Group. Each party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 9.2 to all of the other members of its Group, and (b) cause all of the other members of its Group not to take, or omit to take, any action which action or omission would violate or cause such party to violate this Agreement or any Ancillary Agreement or

materially impair such Party's ability to consummate the transactions contemplated hereby or thereby.

9.3 **Certain Non-Competition Provisions**.

(a) As an essential consideration for the obligations of the other Parties under this Agreement, including obligations in connection with the transactions contemplated in the Restructuring Steps Memorandum, and in contemplation of the consummation of the Internal Distribution and the External Distribution, each of RemainCo and SpinCo hereby agrees that, from the date hereof until the third anniversary of the Distribution Date (the "***Non-Compete Period***"), such party shall not, and it shall cause each other member of its respective Group not to, engage in any Prohibited Business. "***Prohibited Business***" means (i) with respect to any member of the RemainCo Group, the "contract operations" business conducted outside of the United States, the "aftermarket services" business conducted outside of the United States and the "product sales" business conducted inside or outside of the United States (as such terms are described in the Information Statement) and (ii) with respect to any member of the SpinCo Group, (A) the use of natural gas compression equipment and crude oil and natural gas production and processing equipment to provide operations services to customers in the United States and (B) the sale of parts and components, and the provision of operations, maintenance, overhaul and reconfiguration services, to customers with respect to compression, production, processing, treating and other equipment located in the United States; *provided*, *however*, that for purposes of determining whether a party may be deemed to have engaged in a Prohibited Business as a result of the sale of parts, the ultimate destination of such parts, to the parties' knowledge after normal course inquiry, shall prevail in determining whether such business was conducted within or outside of the United States; *provided*, *further*, that nothing in this Section 9.3(a) shall prohibit (w) SpinCo from providing make-ready services or installation, commissioning or warranty services in connection with the permitted provision of aftermarket services in the United States pursuant to clause (y)(1) below, (x) RemainCo from manufacturing, holding or selling generator sets, (y)(1) SpinCo from providing aftermarket services on production equipment or (2) RemainCo from providing aftermarket services on production equipment owned by RemainCo or located on a site where RemainCo provides compression services that are not otherwise prohibited by the terms of this Section 9.3(a) or (z) RemainCo or SpinCo, as the case may be, from engaging in a merger, acquisition, consolidation or other business combination with another Person (the "***Transaction Counterparty***") that results in RemainCo or SpinCo, as the case may be, (directly or indirectly through the surviving company) engaging in a Prohibited Business, so long as the Prohibited Business represents less than (1) 20% of the Transaction Counterparty's consolidated Gross Margin as reflected in such Transaction Counterparty's most recent available annual financial statements (which financial statements shall be audited, if available) at the time the definitive agreement for the transaction is signed and (2) 10% of the consolidated Gross Margin of RemainCo, SpinCo or the surviving company, as the case may be, on a pro forma basis, based on such financial statements and the most recent available annual financial statements (which financial statements shall be audited, if available) of RemainCo, SpinCo or the surviving company, as the case may be. "***Gross Margin***" means total revenue less cost of sales (excluding depreciation and amortization expense). In furtherance of the foregoing, the Parties agree to retest the requirements set forth in (z)(1) and (2) above with respect to the financial statements for the most recent annual period (which financial statements shall be audited, if available) each year during the Non-Compete Period on each

anniversary of the date of signing a definitive agreement with respect to the applicable merger, acquisition, consolidation or other business combination. In the event that a merger, acquisition, consolidation or other business combination fails to satisfy (z)(1) or (2) above at the time of such transaction or at any time such requirements are retested with respect to such transaction, the parties to such transaction shall have a period of 365 days to cure (by divestiture or otherwise, including, for the avoidance of doubt, in the event that such 365-day cure period extends beyond the expiration of the Non-Compete Period) such failure before the parties are deemed to be in breach of this Section 9.03(a). If the parties to such transaction fail to cure the breach within such 365-day cure period (by divestiture or otherwise, including, for the avoidance of doubt, in the event that such 365-day cure period extends beyond the expiration of the Non-Compete Period), then the Parties agree to cause the surviving company to divest of the Prohibited Business as soon as reasonably practicable.

(b) It is the intention of each of the Parties that if any of the restrictions or covenants contained in this Section 9.3 is held by a court of competent jurisdiction to cover a geographic area or to be for a length of time that is not permitted by applicable Law, or is in any way construed by a court of competent jurisdiction to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable Law, a court of competent jurisdiction shall construe and interpret or reform this Section 9.3 to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained in this Section 9.3) as shall be valid and enforceable under such Law. Each of SpinCo and RemainCo acknowledges that any breach of the terms, conditions or covenants set forth in this Section 9.3 shall be competitively unfair and may cause irreparable damage to the other Party because of the special, unique, unusual and extraordinary character of the business of the RemainCo Group and the SpinCo Group, respectively, and the recovery of damages at Law will not be an adequate remedy. Accordingly, each of the Parties agrees that for any breach of the terms, covenants or agreements of this Section 9.3, a restraining order or an injunction or both may be issued against the breaching Party, in addition to any other rights or remedies a non-breaching Party may have.

9.4 **Non-Solicitation of Employees**. After the Distribution Date until the second anniversary thereof, RemainCo and SpinCo shall not, and shall cause each other member of their respective Group and any employment agencies acting on their respective behalf not to, solicit, recruit or hire, without the express written consent of an authorized representative of the other Group, any Person who is employed by any member of the other Group at the time of such solicitation, recruitment or hiring. Notwithstanding the foregoing, this prohibition on solicitation, recruitment and hiring does not apply to the solicitation, recruitment or hiring of a Person that a Party has demonstrated is primarily as a result of that Person's affirmative response to a general recruitment effort carried out through a public solicitation or general solicitation that does not specifically target any Person who was employed by a member of the other Group after the Distribution Date.

9.5 **Order of Precedence**. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, in the case of any conflict between the provisions of this Agreement and any Ancillary Agreement, the provisions of such Ancillary Agreement shall prevail.

9.6 **Warranty of Compressor Units**.

(a) Notwithstanding anything in this Agreement to the contrary, with respect to any compressor units manufactured by a member of the SpinCo Group within one year prior to the Effective Date and owned by a member of the RemainCo Group on the Effective Date, EESLP warrants that such units are free from defects in material and workmanship for a period of twelve (12) months from the date of startup of such units or eighteen (18) months from the date of delivery of such units, whichever period expires first, subject to the following conditions. Except as set forth in Section 9.6(c), EESLP's sole responsibility under this warranty shall be (i) to either repair or replace any units that fail under this warranty and (ii) to re-perform any workmanship relating to such units that fails under this warranty; *provided*, a member of the RemainCo Group has promptly reported same to EESLP in writing. Subject to the limitations set forth in this Agreement, such units or repairs to the units shall be provided at no cost to RemainCo.

(b) The applicable member of the RemainCo Group shall notify EESLP promptly upon such member's identification of a defect covered by the warranty provided in Section 9.6(a). EESLP shall, as promptly as practicable, furnish an on-site representative to diagnose the defect, and EESLP shall resolve the defect as promptly thereafter as practicable.

(c) Notwithstanding the foregoing, in the event EESLP has not commenced remediation of a defect covered by the warranty provided in this Section 9.6, the applicable member of the RemainCo Group may remedy such defect, in which case EESLP shall reimburse such member for the actual and documented costs reasonably incurred by such member as follows:

(i) With regard to defects in parts and components manufactured by third parties under warranty, if such member of the RemainCo Group chooses to repair or replace any defective part or component, EESLP shall reimburse such member for the actual and documented costs and expenses for replacement parts or components reasonably incurred by such member in connection with such replacement or repair; *provided*, *however*, that such member shall only be entitled to costs or expenses relating to the replaced part or component and shall not be entitled to any costs or expense for labor, overhead, markup, profit or any other service work performed by such member or its subcontractors.

(ii) With regard to defects in workmanship under warranty, if such member of the RemainCo Group elects to repair any defect in workmanship, EESLP shall reimburse such member for its actual and documented costs reasonably incurred; *provided*, *however*, the reasonable labor charge associated with such repair shall be deemed to be the actual and documented base pay of the person providing such labor plus 20% of such base pay. The base pay charged shall not include any cost for overhead (except for such

20% markup), profit or margin. If at any time, EESLP is on-site, EESLP shall be entitled to take-over from such member any ongoing repair of any defect in workmanship

(d) In all cases, EESLP's reasonable diagnosis of a defect shall be conclusive as to the repairs required under the warranty provided in this Section 9.6.

(e) EESLP, on the one hand, and the members of the RemainCo Group, taken as a whole on the other hand, shall designate an individual to receive warranty-related notices and coordinate warranty coverage determinations, repair or replacement services and payments on such Party's behalf, and each Party shall, from time to time, notify the other Parties in writing of the name and contact information for such individual.

(f) The warranties contained in Section 9.6(a) do not apply (i) to repairs or replacements required because of accident, misuse, neglect, failure to maintain in accordance with manufacturer specifications, or causes other than ordinary use; (ii) to any portion of the units modified by or on behalf of a member of the RemainCo Group; (iii) to design parameters and equipment selections mandated by a member of the RemainCo Group or user which are not in accordance with EESLP's standard design and safety practices provided to such member of the RemainCo Group or user in writing; (iv) where manufacturer serial numbers or warranty decals have been removed or altered by or on behalf of a member of the RemainCo Group; (v) where EESLP performed as directed by a member of the RemainCo Group, its agents or representatives and the warranty matter arises as a result of EESLP's compliance with those directions unless such directions are consistent with EESLP's procedures; (vi) where a member of the RemainCo Group fails to follow the recommended operating and maintenance procedures of the original equipment manufacturer; (vii) where a member of the RemainCo Group fails to maintain an industry-standard safety shutdown/alarm system; (viii) to normal wear and tear; (ix) to normal maintenance work or maintenance parts; (x) transportation charges for completed units; (xi) costs of installation or other labor charges relating to warranty of units; (xii) where (A) RemainCo does not conduct start-up procedures with respect to such Goods and (B) EESLP is not invited to participate in start-up procedures after installation of the units; (xiii) to the overall operations of any systems in which the units constitute a component; or (xiv) duty, taxes or any other charges relating to the warranty.

(g) The remedies of each member of the RemainCo Group set forth in this Section 9.6 are exclusive, and the total liability of the SpinCo Group with respect to this Section 9.6 and the units and the related services furnished hereunder, and in connection with the performance or breach thereof, and from the manufacture, sale, delivery, installation, repair, replacement or technical direction or services covered by or furnished under this Section 9.6, whether based on contract, warranty, tort, negligence, indemnity, strict liability, products liability or otherwise, shall not exceed the purchase price of the services or units or, if the units do not have a purchase price, the book value of the units at the time of completion of fabrication, upon which such liability is based.

(h) EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 9.6(A), THE SPINCO GROUP DISCLAIM ALL WARRANTIES ON THE UNITS AND THE RELATED SERVICES FURNISHED UNDER THIS SECTION 9.6, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST REDHIBITORY DEFECTS OR VICES. REMAINCO, ON BEHALF OF THE REMAINCO ENTITIES, ACKNOWLEDGES AND ACCEPTS THE EXPRESS WARRANTIES AS ITS SOLE REMEDY WITH RESPECT TO THE UNITS AND SERVICES. THE EXPRESS WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF THE SPINCO GROUP FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE UNITS SOLD AND SERVICES PROVIDED UNDER THIS SECTION 9.6.

9.7 **Contingent Payment**.

(a) Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, in the event that:

(i) PDVSA Gas, S.A. ("***PDVSA***") fails to pay all or a portion of any quarterly installment amount due and owing to Exterran Venezuela, C.A. ("***EXV***") pursuant to the terms of that certain Asset Transfer Contract dated August 7, 2012 between Exterran EXV and PDVSA ("***EXV Contract***") and such failure to pay constitutes an Event of Default as defined in the EXV Contract, and

(ii) SpinCo's Adjusted Total Leverage Ratio as of the last day of the immediately preceding quarterly Testing Period exceeds 3.75 to 1.00, RemainCo agrees to pay SpinCo cash in an amount equal to the total due and unpaid installment amounts under the EXV Contract, and RemainCo thereafter shall pay SpinCo cash in an amount equal to each subsequent unpaid quarterly installment amount that PDVSA fails to pay (in the amounts set forth in Schedule III to the EXV Contract but without default interest) (each such amount not paid by PDVSA, a "***Shortfall Amount***"), in each case subject to the procedures set forth in Schedule 1.1M; p*rovided*, that the aggregate amount of all payments hereunder in respect of all Shortfall Amounts shall not exceed $100 million less the following amounts, without duplication: (v) any amounts paid by RemainCo to SpinCo in respect of the Shortfall Amount; (w) any payments received by SpinCo or its Subsidiaries after July 7, 2015 pursuant to the EXV Contract or the Asset Transfer Contract, dated March 21, 2012, among WilPro Energy Services (El Furrial) Limited, WilPro Energy Services (Pigap II) Limited and PDVSA ("***JV Contract***"); (x) any dividend or other distribution described under Section [·](a) of the indenture governing the senior notes issued in connection with the SpinCo Debt Financing (the "***Indenture***"); (x) any purchase, redemption or other acquisition or retirement for value of equity securities described under Section [·](b) of the Indenture; (y) the amount of consideration (excluding the market value of any equity securities or other non-cash consideration) paid in respect of any merger, acquisition or business combination by SpinCo or its subsidiaries, including any indebtedness of the acquired business that is assumed by SpinCo or its subsidiaries; and (z) any maintenance, growth or other capital expenditures (as accounted for consistent with Exterran Holdings' past practices) in excess of $307 million in the aggregate incurred by SpinCo or its Subsidiaries on a consolidated basis during the period from July 1, 2015 through March 31, 2017, with such amounts incurred from July 1, 2015 to the date of the External Distribution to be determined by SpinCo in good faith (such $100 million amount, as reduced by clauses (v) through (z) above, the "***Contingent Amount***").

(b) In the event that a Shortfall Amount is owed to SpinCo pursuant to Section 9.7(a), SpinCo will notify RemainCo promptly in writing of such obligation and will provide supporting documentation. RemainCo shall pay such Shortfall Amount to SpinCo within fourteen (14) days of receipt of such notice. In support of the obligations described in this Section 9.7, SpinCo agrees to deliver to RemainCo on a quarterly basis within 45 days following the last day each the calendar quarter, a calculation of SpinCo's Adjusted Total Leverage Ratio for the immediately preceding calendar quarter, together with any additional information RemainCo may reasonably request to support such calculation.

(c) RemainCo's obligation to pay the Shortfall Amount, if any, as set forth above shall commence for the quarterly Testing Period ending September 30, 2015 and shall continue through and with respect to the quarterly Testing Period for the quarter ending March 31, 2017 (the "***Contingent Period***"), plus such period of time as is necessary for SpinCo to determine if a Shortfall Amount is owed by RemainCo to SpinCo for the quarter ending March 31, 2017 and RemainCo to pay any such Shortfall Amount, if owed. RemainCo's obligation to pay any Shortfall Amount shall also terminate when the Contingent Amount has been reduced to zero dollars ($0.00) or there is a Corporate Change of SpinCo (as defined in SpinCo's 2015 Stock Incentive Plan).

(d) If SpinCo receives payments under the EXV Contract or the JV Contract or otherwise relating to the asset transfers that are the subject of those contracts ("***Subsequent Receipts***") following SpinCo's receipt of any payments by RemainCo in respect of a Shortfall Amount, SpinCo shall, within fourteen (14) days of receipt of such payments, promptly repay to RemainCo such Subsequent Receipts, subject to the procedures and payment priorities set forth in Schedule 1.1M.

(e) In the event (i) PDVSA fails to make all quarterly installment payments from and after July 7, 2015 in respect of both the EXV Contract and the JV Contract and (ii) RemainCo is obligated to pay to SpinCo all quarterly installments in respect of the EXV Contract as Shortfall Amounts without reduction pursuant to the provisions of this Section 9.7, then on the last payment date RemainCo shall pay to SpinCo an amount equal to $100 million less the total of all Shortfall Amounts previously paid by RemainCo hereunder.

ARTICLE X.
TERMINATION

This Agreement and any Ancillary Agreement may be terminated and the terms and conditions of the Internal Distribution and the External Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole and absolute discretion of the RemainCo Board without the approval of any other Person, including SpinCo or the stockholders of RemainCo. In the event that this Agreement is terminated, this Agreement shall become null and void and no party, nor any party's directors, officers or employees, shall have any liability of any kind to any Person by reason of this Agreement. After the External Distribution, this Agreement may not be terminated except by an agreement in writing signed by RemainCo and SpinCo; provided, notwithstanding the foregoing, Article VIII shall not be terminated or amended after the Effective Time in a manner adverse to any third-party beneficiary thereof without the consent of such Person.

ARTICLE XI.
MISCELLANEOUS

11.1 **Counterparts; Entire Agreement; Corporate Power**.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to each other party.

(b) This Agreement, and the exhibits, annexes and schedules hereto, contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties with respect to such subject matter other than those set forth or referred to herein or therein.

(c) RemainCo represents on behalf of itself and each other member of the RemainCo Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(d) Each party hereto acknowledges that it and each other party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such party to the same extent as if it were signed manually and agrees that at the reasonable request of any other party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

11.2 **Governing Law**. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies.

11.3 **Assignability**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and thereto, respectively, and their respective successors and permitted assigns; provided, however, that no party hereto or thereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other parties hereto or thereto.

11.4 **Third-Party Beneficiaries**. Except for the release and indemnification rights under this Agreement of any RemainCo Indemnitee or SpinCo Indemnitee in their respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) except the parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

11.5 **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.5):

If to RemainCo, to:

Archrock, Inc.
16666 Northchase Dr.
Houston, Texas 77060
Attention: General Counsel
Fax: (281) 836-8060

If to SpinCo, to:

Exterran Corporation
4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-7953

Any party may, by notice to the other party, change the address and contact person to which any such notices are to be given.

11.6 **Severability**. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or

invalidated thereby. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

11.7 **Force Majeure**. Neither party shall be deemed in default of this Agreement for failure to fulfill any obligation, other than a delay or failure to make a payment, so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

11.8 **Publicity**. From and after the Effective Time for a period of 180 days, SpinCo and RemainCo shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement and the Ancillary Agreements, and shall not issue any such press release or make any public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system.

11.9 **Expenses**.

(a) (i) Except as otherwise expressly provided (x) in this Agreement (including Section 5.1, and paragraphs (a)(ii), (b) and (c) of this Section 11.9) or (y) in any Ancillary Agreement, the Parties agree that all out-of-pocket costs, fees and expenses (including the costs to obtain any consents) incurred and directly related to the transactions contemplated hereby, including any Liability incurred following the Internal Distribution and the External Distribution as a result of the consummation of the Internal Distribution and the External Distribution, shall be borne and paid by the Person incurring such cost or Liability, and (ii) the costs and expenses described on Schedule 11.9(a)(ii) shall be paid by the party to which such costs and expenses are allocated thereon.

(b) [RemainCo shall pay all fees earned, and all costs and expenses incurred, on, prior to or after the Distribution Date directly related to the Internal Distribution and the External Distribution.]

(c) Except as otherwise expressly provided in this Agreement (including Section 5.1, and paragraphs (a)(ii) and (b) of this Section 11.9), each Group shall be responsible for the costs and expenses incurred by such Group after the Distribution Date, whether in connection with the Internal Distribution and the External Distribution or otherwise.

(d) With respect to any expenses incurred pursuant to a request for further assurances granted under Section 9.1(b), the parties agree that such expenses shall be borne and paid by the party incurring such expense in complying with such request; it being understood that no party shall be obliged to incur any third-party accounting, consulting, advisor, banking or legal fees, costs or expenses, and the requesting party shall not be obligated to pay such fees, costs or expenses, unless such fee, cost or expense shall have had the prior written approval of the requesting party.

11.10 **Late Payments**. Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within thirty (30) days of such bill, invoice or other demand) shall accrue interest at a rate per annum equal to the Prime Rate plus one and one-half percent (1.5%) or the maximum rate permitted by Law.

11.11 **Headings**. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.12 **Survival of Covenants**. The covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein or therein, shall survive the Internal Distribution and the External Distribution and shall remain in full force and effect.

11.13 **Waivers of Default**. Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of such party. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a

waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

11.14 **Specific Performance**. Subject to the provisions of Article VI, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) in respect of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the parties to this Agreement.

11.15 **Amendments**. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom such waiver, amendment, supplement or modification is sought to be enforced; *provided*, at any time prior to the Effective Time, the terms and conditions of this Agreement, including terms relating to the Internal Distribution and the External Distribution, may be amended, modified or abandoned by and in the sole and absolute discretion of the RemainCo Board without the approval of any Person, including SpinCo or the stockholders of RemainCo.

11.16 **Interpretation**. In this Agreement, (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires; (b) the terms “hereof,” “herein,” “herewith” and words of similar import, and the terms “Agreement” and “Ancillary Agreement” shall, unless otherwise stated, be construed to refer to this Agreement or the applicable Ancillary Agreement as a whole (including all of the Schedules, Exhibits, Annexes and Appendices hereto and thereto) and not to any particular provision of this Agreement or such Ancillary Agreement; (c) Article, Section, Exhibit, Schedule and Appendix references are to the Articles, Sections, Exhibits, Schedules and Appendices to this Agreement unless

otherwise specified; (d) the word "including" and words of similar import when used in this Agreement means "including, without limitation"; (e) the word "or" shall not be exclusive; (f) unless expressly stated to the contrary in this Agreement, all references to "the date hereof," "the date of this Agreement," "hereby" and "hereupon" and words of similar import shall all be references to the date first stated in the preamble to this Agreement, regardless of any amendment or restatement hereof; (g) unless otherwise provided, all references to "$" or "dollars" are to United States dollars; and (h) references to the performance, discharge or fulfillment of any Liability in accordance with its terms shall have meaning only to the extent such Liability has terms, and if the Liability does not have terms, the reference shall mean performance, discharge or fulfillment of such Liability.

11.17 **Exclusivity of Tax Matters**. Notwithstanding any other provision of this Agreement (other than Sections 2.10(b), 5.2(d), 7.5(h), 7.6(g) and 9.6(a)), the Tax Matters Agreement shall exclusively govern all matters related to Taxes addressed therein.

11.18 **Limitations of Liability**. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER SPINCO NOR ITS AFFILIATES, ON THE ONE HAND, NOR REMAINCO NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO A THIRD-PARTY CLAIM).

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

EXTERRAN HOLDINGS, INC.

D. Bradley Childers
Chief Executive Officer

AROC CORP.

D. Bradley Childers
Chief Executive Officer

EXTERRAN CORPORATION

Andrew Way
Chief Executive Officer

EXTERRAN GENERAL HOLDINGS LLC

D. Bradley Childers
Chief Executive Officer

EXTERRAN ENERGY SOLUTIONS, L.P.

By: Exterran General Holdings LLC,
its general partner

D. Bradley Childers
Chief Executive Officer

Signature Page to Separation and Distribution Agreement

EESLP LP LLC

D. Bradley Childers
Chief Executive Officer

AROC SERVICES GP LLC

D. Bradley Childers
Chief Executive Officer

AROC SERVICES LP LLC

D. Bradley Childers
Chief Executive Officer

ARCHROCK SERVICES, L.P.

By: AROC Services GP LLC,
its general partner

D. Bradley Childers
Chief Executive Officer

FORM OF
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
EXTERRAN CORPORATION

Exterran Corporation, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The present name of the corporation is Exterran Corporation. The name under which this corporation was originally incorporated is Exterran SpinCo, Inc.

SECOND: The certificate of incorporation of this corporation was originally filed with the Secretary of State of the State of Delaware on March 2, 2015.

THIRD: This Amended and Restated Certificate of Incorporation, which restates and further amends the provisions of this corporation's certificate of incorporation, has been duly adopted in accordance with the provisions of Sections 242, 245 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: The certificate of incorporation of this corporation is hereby amended and restated to read in its entirety as follows:

ONE: The name of the corporation is Exterran Corporation (hereinafter referred to as the "Corporation").

TWO: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of the registered agent of the Corporation at that address is The Corporation Trust Company.

THREE: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "GCL"), as it now exists or may hereafter be amended and supplemented.

FOUR: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 300 million, consisting of 250 million shares of Common Stock, par value one cent ($0.01) per share (the "Common Stock"), and 50 million shares of Preferred Stock, par value one cent ($0.01) per share (the "Preferred Stock").

SECTION 1. *Preferred Stock*. The Board of Directors of the Corporation (the "Board of Directors") is authorized, subject to any limitations prescribed by law, to provide for the issuance from time to time of shares of Preferred Stock in one or more series, and by adopting a resolution or resolutions providing for the issuance of shares of such series and by filing a certificate of designations relating thereto in accordance with the GCL (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series and such voting powers, full or limited, or no voting powers, and to fix the designation, powers, preferences, and relative participating,

optional or other special rights, if any, of the shares of each such series and any qualifications, limitations or restrictions thereof, including, without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences. Without limiting the generality of the foregoing, the resolution or resolutions providing for the issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote thereon, without a separate class vote of the holders of the Preferred Stock, or of any series thereof, irrespective of the provisions of Section 242(b)(2) of the GCL, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation.

SECTION 2. *Common Stock*.

A. Except as otherwise provided in this Article Four or required by law, each registered holder of Common Stock shall be entitled to one vote for each share of such Common Stock held by such holder on each matter properly submitted to the stockholders of the Corporation for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation).

B. Except as otherwise provided in this Article Four or required by law and subject to the rights of the holders of any series of Preferred Stock,

(i) Holders of Common Stock shall be entitled to elect directors of the Corporation; and

(ii) Holders of Common Stock shall be entitled to vote on all other matters properly submitted to a vote of stockholders of the Corporation.

C. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote thereon, voting together as a single class, without a separate class vote of the holders of Common Stock, irrespective of the provisions of Section 242(b)(2) of the GCL.

FIVE: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

B. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

C. Subject to the rights of the holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

D. Special meetings of stockholders of the Corporation may only be called by the Chairman of the Board, if any, any Vice Chairman or the President, or by a resolution adopted by a majority of the Whole Board. For purposes of this Amended and Restated Certificate of Incorporation, the term "Whole Board" shall mean the total number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships.

SIX:

A. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors, the number of directors shall be fixed from time to time only by a resolution adopted by a majority of the Whole Board.

B. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law, be filled only by a resolution adopted by a majority of the Whole Board, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders and until such director's successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

C. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

D. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time, with or without cause, by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

SEVEN: In furtherance and not in limitation of the powers conferred by the GCL, the Board of Directors is expressly empowered to adopt, amend or repeal Bylaws of the Corporation,

without any action on the part of the stockholders. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation, whether adopted by them or otherwise; provided, however, that, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by this Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of $66^{2}/_{3}$% of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws of the Corporation.

EIGHT: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended.

Any amendment, repeal or modification of the foregoing paragraph, or the adoption of any provision of the Amended and Restated Certificate of Incorporation inconsistent with the foregoing paragraph, shall not adversely affect any right or protection of a director of the Corporation existing at the time of such amendment, repeal, modification or adoption.

NINE: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the GCL or this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation, or as to which the GCL confers jurisdiction on the Court of Chancery of the State of Delaware or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Nine.

TEN: From time to time any of the provisions of this Amended and Restated Certificate of Incorporation may be amended, altered, changed or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Amended and Restated Certificate of Incorporation are granted subject to the provisions of this Article Ten.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed on behalf of the corporation by its duly authorized officer this day of , 2015.

EXTERRAN CORPORATION

By: _____
Name: Jon C. Biro
Title: Senior Vice President and Chief Financial Officer

Exhibit 3.2

FORM OF AMENDED AND RESTATED BYLAWS
OF
EXTERRAN CORPORATION

A Delaware Corporation

Date of Adoption:

[·], 2015

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FORM OF AMENDED AND RESTATED BYLAWS
OF
EXTERRAN CORPORATION

Incorporated under the Laws of the State of Delaware

ARTICLE I
STOCKHOLDERS

Section 1.1 Annual Meeting. If required by applicable law, an annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, on such date, and at such time, either within or without the State of Delaware, as the Board of Directors shall fix from time to time. The Board of Directors may postpone, reschedule or cancel any annual meeting of the stockholders previously scheduled by the Board of Directors.

Section 1.2 Special Meetings. Special meetings of the stockholders may be called only in the manner set forth in the Amended and Restated Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"). The Board of Directors may postpone, reschedule or cancel any previously scheduled special meeting.

Section 1.3 Notice of Meetings. Notice of the place, if any, date, and time of all meetings of the stockholders, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting), and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law (the "GCL") or the Certificate of Incorporation).

Any meeting of stockholders, annual or special, may from time to time be adjourned to another time or place, and notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for the determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of

stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

Section 1.4 Quorum. At any meeting of the stockholders, the holders of a majority of the voting power of all of the outstanding shares of the stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or the Certificate of Incorporation. Where a separate vote by a class or classes or series is required, the holders of a majority of the voting power of all of the outstanding shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter. Shares of its own stock belonging to the Corporation or to another corporation or other entity, if a majority of the shares entitled to vote in the election of directors or managers, as applicable, of such other corporation or other entity is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

In the absence of a quorum at any meeting of the stockholders, the chairman of the meeting or the stockholders present at such meeting, by the affirmative vote of the holders of a majority in voting power thereof, may adjourn the meeting to another place, if any, date, or time until a quorum shall be present.

Section 1.5 Organization. Such person as the Board of Directors may have designated or, in the absence of such person or in his or her refusal or inability to act, the Chairman of the Board or, in his or her absence, in his or her refusal or inability to act or at his or her election, any Vice Chairman or, in his or her absence or in his or her refusal or inability to act, the President of the Corporation or, in his or her absence or in his or her refusal or inability to act, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present at the meeting, in person or by proxy, shall

call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary or an Assistant Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 1.6 Conduct of Business. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The chairman shall have the power to recess or adjourn the meeting to another place, if any, date and time. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 1.7 Proxies and Voting. At any meeting of the stockholders, every stockholder entitled to vote shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question, and may vote in person or may authorize another person or persons to act for such stockholder by proxy ; *provided*, *however*, that no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors, who may be employees of the Corporation (provided, however, that no person who is a candidate for an office at an election may serve as an inspector at such election), to act at the meeting and make a written report thereof. The Corporation may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Voting at meetings of stockholders need not be by written ballot; however, every vote taken by written ballot shall be counted by a duly appointed inspector or inspectors.

All elections of directors shall be determined by a plurality of the votes cast, and, except as otherwise required by law, the rules or regulations of any stock exchange applicable to the Corporation, any regulation applicable to the Corporation or its securities, the Certificate of Incorporation or these Bylaws, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

Section 1.8 Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders (provided, however, that if the record date for determining the stockholders entitled to vote at the meeting is less than ten days prior to the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order for each class of stock of the Corporation and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting in the manner provided by law.

The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to examine the stock list and the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 1.9 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders:

(a) pursuant to the Corporation's notice of meeting delivered pursuant to Section 1.3 of these Bylaws (or any supplement thereto),

(b) by or at the direction of the Board of Directors or any committee thereof or

(c) by any stockholder of the Corporation who (i) was a stockholder of record at the time of giving of notice provided for in these Bylaws and at the time of the annual meeting (including any postponement or adjournment thereof), (ii) is entitled to vote at the meeting and (iii) complies with the notice procedures set forth in clauses (2), (3), (4) and (5) of this Section 1.9(A) as to such business or nomination.

Subclause (c) shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 1.9(A)(1)(c):

(a) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation,

(b) such business must be a proper matter for stockholder action under the GCL,

(c) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice, as defined below, such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required by law or these Bylaws to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the

Corporation's voting shares reasonably believed by such stockholder or beneficial holder to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice and

(d) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section.

To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than 90 or more than 120 days prior to the first

anniversary (the "Anniversary") of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders; provided, however, that in the event that the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of the 120th day prior to such annual meeting or, if the first public announcement of the date of such annual meeting is less than 130 days prior to the date of such annual meeting, the tenth day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(3) A stockholder's notice pursuant to Section 1.9(A)(1)(c) shall set forth:

(a) as to each person whom the stockholder proposes to nominate for election or reelection as a Director, (A) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Regulation 14A under the Exchange Act and the rules and regulations promulgated thereunder, including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected and (B) a description of the material terms of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant;

(b) as to any business other than the nomination of a Director or Directors that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and

(c) in the case of a notice under either clause (a) and clause (b), as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (ii) (A) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, (B) a

description of the material terms of any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or to other form of settlement, directly or indirectly owned beneficially by such stockholder or such beneficial owner and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (C) a description of the material terms of any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder or such beneficial owner has a right to vote any shares of any security of the Corporation, (D) a description of the material terms of any short interest of such stockholder or such beneficial owner in any security of the Corporation (for purposes of these Bylaws a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (E) a description of the material terms of any rights to dividends on the shares of the Corporation owned beneficially by such stockholder or such beneficial owner that are separated or separable from the underlying shares of the Corporation (any item referred to in any clause (B) through (E) above, a "Derivative Instrument"), (F) a description of the material terms of any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder or such beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (G) a description of the material terms of any performance-related fees (other than an asset-based fee) that such stockholder or such beneficial owner is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's or such beneficial owner's immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such ownership as of the record date), (iii) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business and nomination and (iv) whether either such stockholder or beneficial owner, if any, intends to deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required by law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(4) Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 1.9 to the contrary, in the event that the number of Directors to be elected to the Board of Directors at the annual meeting is increased and there is no public announcement naming all of the nominees for Director or specifying the size of the increased Board of Directors made by the Corporation at least 100 days prior to the Anniversary, a stockholder's notice

required by this Section 1.9 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation.

(5) A stockholder providing notice of business proposed to be brought before, or nominations proposed to be made at, an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.9 shall be true and correct as of the record date for the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight business days prior to the date for the meeting, if practicable, or, if not practicable, on the first practicable date prior to, any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof).

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting pursuant to Section 1.3 of these Bylaws. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation who (A) is a stockholder of record at the time of giving of notice provided for in these Bylaws and at the time of the special meeting (including any postponement or adjournment thereof), (B) is entitled to vote at the meeting and (C) who complies with the notice procedures set forth above in this Section 1.9 as if those procedures applied to special meetings of stockholders, except that, in lieu of the timing requirements set forth above, such notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall any adjournment or postponement of a special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(C) General.

(1) No person nominated for election as a Director at a meeting of stockholders shall be eligible to serve as Director unless nominated in accordance with the procedures set forth in this Section 1.9, and no business shall be conducted at a meeting of stockholders unless such business shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.9. With respect to any proposed nominee for Director, the Corporation may require such proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a Director of

the Corporation. Except as otherwise provided herein or required by law, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in this Section 1.9 and, if any proposed nomination or business is not in compliance with this Section 1.9, to declare that such defective proposal or nomination shall be disregarded. The Corporation shall have the right to disclose publicly any information provided in any stockholder's notice pursuant to Section 1.9(A)(3) or (B) or any update thereof pursuant to Section 1.9(A)(5). Notwithstanding the foregoing provisions of this Section 1.9, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.9, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this Section 1.9, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(3) Notwithstanding the foregoing provisions of this Section 1.9, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.9. Nothing in this Section 1.9 shall be deemed to affect any rights (a) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (b) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

ARTICLE II
BOARD OF DIRECTORS

Section 2.1 Number, Election and Term of Directors. The number, election and term of directors shall be as, or shall be determined in the manner, set forth in the Certificate of Incorporation or, to the extent not set forth therein, in a resolution adopted by a majority of the Whole Board. Directors need not be stockholders.

Section 2.2 Newly Created Directorships and Vacancies. Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled only in the manner set forth in the Certificate of Incorporation, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is duly elected and qualified.

Section 2.3 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, on such date or dates, and at such time or times as shall have been established by resolution of the Board of Directors. A notice of each regular meeting so established shall not be required.

Section 2.4 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, any Vice Chairman or the President or by a majority of the number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships (the "Whole Board") and shall be held at such place, on such date, and at such time as they, he or she shall fix. Notice of the place, date, and time of each such special meeting shall be given to each director by whom it is not waived by mailing written notice not less than five days before the meeting or by telephone, facsimile or electronic transmission of the same not less than 24 hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 2.5 Quorum. At any meeting of the Board of Directors, the presence of a majority of the Whole Board, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof. Except as otherwise provided by the Certificate of Incorporation or required by law or these Bylaws, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.6 Participation in Meetings By Conference Telephone. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.7 Conduct of Business. At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine. Unless otherwise restricted by law, any action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.8 Compensation of Directors. Unless otherwise restricted by law, the Board of Directors shall have the authority to fix the compensation of the directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or paid a stated salary or paid other compensation as a director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may also be paid their expenses, if any, of and allowed compensation for attending committee meetings.

Section 2.9 Powers and Duties of the Chairman of the Board. The Board may elect a Chairman of the Board from among the members of the Board. The Board shall designate the Chairman as either a "non-executive" Chairman of the Board or, in accordance with Section 4.1 of these Bylaws, an Executive Chairman of the Board. (References in these Bylaws to the "Chairman of the Board" shall mean the non-executive Chairman or the Executive Chairman, as designated by the Board). Except as otherwise set forth in these Bylaws, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors (or, in his or her absence or at his or her election, by any Vice Chairman of the Board, or in his, her or their absence, by the President, or in his or her absence by a chairperson chosen at the meeting); and shall have such other powers and duties as designated in these Bylaws and as from time to time may be assigned to him or her by the Board of Directors.

Section 2.10 Powers and Duties of any Vice Chairman. The Board may elect one or more Vice Chairmen. The Board shall designate each Vice Chairman as either a "non-executive" Vice Chairman or, in accordance with Section 4.1 of these Bylaws, an Executive Vice Chairman. (References in these Bylaws to a "Vice Chairman" shall mean any non-executive Vice Chairman or any Executive Vice Chairman, as designated by the Board). The Vice Chairman may, in the absence or at the election of the Chairman of the Board, preside at meetings of the stockholders and of the Board of Directors; any non-executive Vice Chairman may preside over executive sessions of the Board of Directors; and any Vice Chairman shall have such other powers and duties as designated in these Bylaws and as from time to time may be assigned to him or her by the Board of Directors.

ARTICLE III
COMMITTEES

Section 3.1 Committees of the Board of Directors. The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers and to the full extent permitted by Section 141(c)(2) of the GCL, to serve at the pleasure of the Board of Directors and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors designating such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3.2 Conduct of Business. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or in the resolution of the Board of Directors designating such committee or required by law. Adequate provision shall be made for notice to members of all

meetings; one-third (1/3) of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Unless otherwise restricted by law, any action may be taken by any committee without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE IV
OFFICERS

Section 4.1 Generally. The officers of the Corporation shall include a Chief Executive Officer, a President, and a Secretary, and may also include an Executive Chairman of the Board, an Executive Vice Chairman, Chief Financial Officer, Chief Operating Officer, a Treasurer, one or more Vice Presidents (who may be further classified by such descriptions as "executive," "senior," "assistant," "staff" or otherwise, as the Board of Directors shall determine), one or more Assistant Secretaries and one or more Assistant Treasurers and such other officers as it shall from time to time deem necessary or advisable. Officers shall be elected by the Board of Directors. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. Any number of offices may be held by the same person. The salaries of officers elected by the Board of Directors shall be fixed from time to time by the Board of Directors or a committee thereof or by such officers as may be designated by resolution of the Board of Directors or a committee thereof.

Section 4.2 Resignation and Removal. Any officer may resign at any time upon written notice to the Corporation. Any officer, agent or employee of the Corporation may be removed by the Board of Directors with or without cause at any time. The Board of Directors may delegate the power of removal as to officers, agents and employees who have not been appointed by the Board of Directors. Such removal shall be without prejudice to a person's contract rights, if any, but the appointment of any person as an officer, agent or employee of the Corporation shall not of itself create contract rights. Any vacancy occurring in any office by death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4.3 Powers and Duties of the Chief Executive Officer. The President shall be the Chief Executive Officer of the Corporation unless the Board of Directors designates the Chairman of the Board as Chief Executive Officer. Subject to the oversight of the Board of Directors and the executive committee (if any), the Chief Executive Officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he or she may employ and discharge employees and agents of the Corporation, except such as shall be appointed by the Board of Directors, and he or she may delegate these powers; he or she may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these Bylaws and as from time to time may be assigned to him or her by the Board of Directors.

Section 4.4 Powers and Duties of the President. Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation. Unless the Board of Directors otherwise determines, in the absence of the Chairman of the Board and all Vice Chairmen or if there be no Chairman of the Board or Vice Chairman, the President shall preside at all meetings of the stockholders and, provided he or she is a director, at meetings of the Board of Directors. The President shall have such other powers and duties as designated in accordance with these Bylaws and as from time to time may be assigned to him or her by the Board of Directors.

Section 4.5 Vice Presidents. In the absence of the President, or in the event of his or her inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his or her absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. Unless otherwise provided by the Board of Directors, each Vice President will have authority to act within his or her respective areas and to sign contracts relating thereto.

Section 4.6 Treasurer. If elected, the Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and shall have such other powers and duties as designated in these Bylaws and as from time to time may be assigned to the Treasurer by the Board of Directors. The Treasurer shall perform all acts incident to the position of Treasurer, subject to the oversight of the Chief Executive Officer and the Board of Directors; and shall, if required by the Board of Directors, give such bond for the faithful discharge of his or her duties in such form as the Board of Directors may require.

Section 4.7 Assistant Treasurers. Each Assistant Treasurer shall have the usual powers and duties pertaining to his or her office, together with such other powers and duties as designated in these Bylaws and as from time to time may be assigned to him or her by the Chief Executive Officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer's absence or inability or refusal to act.

Section 4.8 Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He or she shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 4.9 Assistant Secretaries. In the absence, refusal or inability to act of the Secretary, any Assistant Secretary may perform all the duties and exercise all the powers of the Secretary. The performance of any such duty shall, in respect of any other person dealing with the Corporation, be conclusive evidence of his or her power to act. An Assistant Secretary shall also perform such other duties as the Secretary or the Board of Directors may assign to him or her.

Section 4.10 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 4.11 Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, the President, the Treasurer or any officer, attorney or agent of the Corporation authorized by the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation or other entity in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation or other entity.

ARTICLE V
STOCK

Section 5.1 Certificates of Stock. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Each holder of stock represented by

certificates shall be entitled to a certificate signed by, or in the name of the Corporation by, the Chairman of the Board or a Vice Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.2 Transfers of Stock. Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 5.4 of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 5.3 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than 60 nor less than 10 days before the date of any meeting of stockholders, nor more than 60 days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting

is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5.4 Lost, Stolen or Destroyed Certificates. In the event of the loss, theft or destruction of any certificate of stock, a new certificate or uncertificated shares may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5.5 Regulations. The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VI
NOTICES

Section 6.1 Notices. Except as otherwise provided herein or permitted by law, notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the Corporation. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Except as prohibited by law, any notice to stockholders shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within 60 days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 6.1, shall be deemed to have consented to receiving such single written notice. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the GCL.

Section 6.2 Waivers. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except if the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business at the meeting because it has not been lawfully called or convened.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 7.2 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 7.3 Reliance upon Books, Reports and Records. Each director and each member of any committee designated by the Board of Directors shall, in the performance of his or her duties, be fully protected to the fullest extent permitted by law in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can

be converted into clearly legible paper form within a reasonable time.

Section 7.5 Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise fixed by the Board of Directors.

Section 7.6 Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Mandatory Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless to the full extent permitted by the laws of the State of Delaware as from time to time in effect any person who was or is a party or is threatened to be made a party to, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not an action by or in the right of the Corporation) (hereinafter a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation, or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee

benefit plans (hereinafter an "indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expense, liability and loss suffered and expense (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred by such indemnitee in connection therewith; provided, however, that, except as provided in Section 8.2 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized in the specific case by the Board of Directors of the Corporation. The right to indemnification conferred by this Section 8.1 also shall include the right of such persons described in this Section 8.1 to be paid in advance by the Corporation for their expenses (including attorneys' fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses") to the full extent permitted by the laws of the State of Delaware, as from time to time in effect; provided, however, that, if the GCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 8.1 or otherwise. The right to indemnification conferred on such persons by this Section 8.1 shall be a contract right.

Section 8.2 Right of Indemnitee to Bring Suit. If a claim under Section 8.1 of these Bylaws is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the GCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the

indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 8.3 Permissive Indemnification of Non-Officer Employees and Agents. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not an action by or in the right of the Corporation) by reason of the fact that the person is or was an employee (other than an officer) or agent of the Corporation, or, while serving as an employee (other than an officer) or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to the extent (i) permitted by the laws of the State of Delaware as from time to time in effect, and (ii) authorized in the sole discretion of the Chief Executive Officer and at least one other of the following officers: the President, the Chief Financial Officer, or the General Counsel of the Corporation (the Chief Executive Officer and any of such other officers so authorizing such indemnification, the "Authorizing Officers"). The Corporation may, to the extent permitted by Delaware law and authorized in the sole discretion of the Authorizing Officers, pay expenses (including attorneys' fees) reasonably incurred by any such employee or agent in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, upon such terms and conditions as the Authorizing Officers authorizing such expense advancement determine in their sole discretion. The provisions of this Section 8.3 shall not constitute a contract right for any such employee or agent.

Section 8.4 General Provisions. The rights and authority conferred in any of the Sections of this Article VIII shall not be exclusive of any other right which any person seeking indemnification or advancement of expenses may have or hereafter acquire under any statute, provision of the Certificate of Incorporation or these Bylaws, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person. This Article VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and advance expenses to persons other than those specified in this Article VIII when and as authorized by appropriate action. Neither the amendment or repeal of this Article VIII or any of the Sections thereof nor the adoption of any provision of the

Certificate of Incorporation or these Bylaws or of any statute inconsistent with this Article VIII or any of the Sections thereof shall eliminate or reduce the effect of this Article VIII or any of the Sections thereof in respect of any acts or omissions occurring prior to such amendment, repeal or adoption or an inconsistent provision.

ARTICLE IX
AMENDMENTS

In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws. The holders of capital stock of the Corporation shall also have the power to adopt, amend or repeal the Bylaws; provided, however, that, in addition to any vote of the holders of any class or series of the capital

stock of the Corporation required by law or the Certificate of Incorporation, the affirmative vote of the holders of $66^{2}/_{3}$% of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the holders of capital stock of the Corporation to adopt, amend or repeal any provision of these Bylaws.

SEE REVERSE FOR RESTRICTIVE LEGEND(S)

NUMBER

EXTERRAN CORPORATION

SHARES

a Delaware corporation

The Corporation is Authorized to Issue _____ Shares
Common Stock – Par Value $0.01 Per Share

THIS CERTIFIES THAT _____**SAMPLE**_____, is the owner of _____ fully paid and non-assessable Shares of the Common Stock of Exterran Corporation, a Delaware corporation (the "Company"), transferable only on the books of the Company by the holder hereof in person or by attorney upon surrender of this certificate properly endorsed.

This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation and the Bylaws of the Company and any amendments thereto, to all of which the holder of this certificate, by acceptance hereof, assents.

A statement of all the rights, preferences, privileges and restrictions granted to or imposed upon the respective classes and series of shares of stock of the Company and upon the holders thereof may be obtained by any stockholder upon request and without charge, at the principal office of the Company, and the Company will furnish any stockholder, upon request and without charge, a copy of such statement.

IN WITNESS WHEREOF, the said Company has caused this certificate to be signed by its duly authorized officers this _____ day of _____.

_____, President

_____, Secretary

FOR VALUE RECEIVED,

_____

hereby sells, assigns and transfers unto

_____

Shares represented by the within Certificate, and does hereby irrevocably constitute and appoint

_____ *Attorney to transfer the said*

Shares on the books of the within named Company with full power of substitution in the premises.

Dated _____

In the presence of

_____ _____

(print name) *(print name)*

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement, or any change whatever.

The securities represented by this Certificate have not been registered under the Securities Act of 1933, as amended (the "Act") or under the securities laws of any state or other jurisdiction. Such securities may not be sold or offered for sale or otherwise transferred, pledged or hypothecated unless and until they have been registered under the Act and such securities laws or an opinion of counsel, in form and substance satisfactory to the Corporation, has been given by counsel satisfactory to the Corporation to the effect that such registration is not required.

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A SHAREHOLDERS' AGREEMENT (A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID AGREEMENT.

Exhibit 10.1

FORM OF

TRANSITION SERVICES AGREEMENT

BETWEEN

EXTERRAN HOLDINGS, INC.
(to be renamed Archrock, Inc.)

AND

EXTERRAN CORPORATION

DATED AS OF [·], 2015

FORM OF TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "**Agreement**") is made and entered into effective as of [·], 2015 by and between Exterran Holdings, Inc. (to be renamed Archrock, Inc.), a Delaware corporation ("**RemainCo**"), and Exterran Corporation, a Delaware corporation ("**SpinCo**"). RemainCo and SpinCo are sometimes herein referred to individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in Article I.

RECITALS

WHEREAS, the Board of Directors of RemainCo has determined that it is appropriate, advisable and in the best interests of RemainCo and its stockholders to separate the SpinCo Business from the RemainCo Business and to create a new publicly traded company that will operate the SpinCo Business;

WHEREAS, RemainCo, Exterran General Holdings LLC, AROC Services GP LLC, AROC Services LP LLC, Archrock Services, L.P., Exterran Energy Solutions, L.P., a Delaware limited partnership and indirect wholly owned subsidiary of RemainCo ("**EESLP**"), SpinCo, and AROC Corp., a Delaware corporation and wholly owned subsidiary of EESLP ("**Controlled**"), have entered into the Separation and Distribution Agreement, dated [·], 2015 (the "**Separation Agreement**"), in connection with the separation of the SpinCo Business from RemainCo and the distribution of SpinCo Common Stock to stockholders of RemainCo;

WHEREAS, the Separation Agreement also provides for the execution and delivery of certain other agreements (collectively, the "**Ancillary Agreements**"), including this Agreement, in order to facilitate and provide for the separation of SpinCo and its Subsidiaries from RemainCo; and

WHEREAS, in order to ensure an orderly transition under the Separation Agreement, it will be necessary for RemainCo, or its Affiliates, to provide to SpinCo and for SpinCo, or its Affiliates, to provide to RemainCo, certain corporate, general and administrative services described herein on an interim, transitional basis.

NOW, **THEREFORE**, for and in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RemainCo and SpinCo hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Separation Agreement:

"**Additional Services**" has the meaning ascribed to such term in Section 2.1(c).

"**Affiliate**" means, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, "control" (including with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, from and after the Effective Time and for purposes of this Agreement, no member of the SpinCo Group shall be deemed to be an Affiliate of any member of the RemainCo Group, and no member of the RemainCo Group shall be deemed to be an Affiliate of any member of the SpinCo Group.

"**Applicable Rate**" means the Prime Rate plus one and one-half percent (1.5%), or such lower rate as may from time to time represent the maximum rate of interest payable under applicable Law.

"**Applicable Services Initial Term**" has the meaning ascribed to such term in Section 2.1(g)(i).

"**Applicable Services Termination Date**" has the meaning ascribed to such term in Section 2.1(g)(ii).

"**Direct Charges**" has the meaning ascribed to such term in Section 2.2(c).

"**Distribution Date**" means the date on which RemainCo, through the Agent, distributes all of the issued and outstanding shares of SpinCo Common Stock to holders of RemainCo Common Stock in the External Distribution.

"**Effective Time**" means 3:01 p.m. Central Time, or such other time as RemainCo may determine, on the Distribution Date.

"**Expiration Date**" means the latest to occur of the Applicable Services Termination Dates.

"**Force Majeure**" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been reasonably foreseen by such Party (or such Person) or, if it could have been reasonably foreseen, was unavoidable, and includes acts of God, storms, floods, riots, labor unrest, pandemics, nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution or transportation facilities.

"**Governmental Authority**" means any nation or government, any state, province, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, provincial, regional, local, domestic, foreign or multinational, exercising executive, legislative,

judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any official thereof.

"**Group**" means either the RemainCo Group or the SpinCo Group, as the context requires.

"**Person**" means any individual, general or limited partnership, corporation, business trust, joint venture, association, company, limited liability company, unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"**RemainCo Additional Services**" has the meaning ascribed to such term in Section 2.1(c).

"**RemainCo Group**" means RemainCo, each Subsidiary of RemainCo immediately after the Effective Time and each Affiliate of RemainCo immediately after the Effective Time, including Controlled and its Subsidiaries (in each case other than any member of the SpinCo Group).

"**RemainCo Services**" has the meaning ascribed to such term in Section 2.1(a).

"**RemainCo Services Annex**" means Annex A attached hereto.

"**Service Coordinator**" has the meaning ascribed to such term in Section 2.1(d).

"**Service Fee**" has the meaning ascribed to such term in Section 2.2(a).

"**Service Provider**" means a member of the RemainCo Group or the SpinCo Group, as applicable, when it is providing Services to a member of the other Party's Group.

"**Service Provider Group**" means the RemainCo Group or the SpinCo Group, as applicable, when it is providing Services to a member of the other Party's Group.

"**Service Recipient**" means a member of the SpinCo Group or the RemainCo Group, as applicable, when it is receiving Services from a member of the other Party's Group.

"**Service Recipient Group**" means the SpinCo Group or the RemainCo Group, as applicable, when it is receiving Services from a member of the other Party's Group.

"**Services**" has the meaning ascribed to such term in Section 2.1(a).

"**Services Annex**" means the RemainCo Services Annex or the SpinCo Services Annex, as applicable.

"**SpinCo Additional Services**" has the meaning ascribed to such term in Section 2.1(c).

"**SpinCo Group**" means SpinCo, each Subsidiary of SpinCo immediately after the Effective Time and each Affiliate of SpinCo immediately after the Effective Time, including EESLP and its Subsidiaries following the External Distribution (in each case other than any member of the RemainCo Group).

"**SpinCo Services**" has the meaning ascribed to such term in Section 2.1(a).

"**SpinCo Services Annex**" means Annex B attached hereto.

"**Subsidiary**" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such Person, (ii) the total combined equity interests or (iii) the capital or profit interests, in the case of a partnership, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

Section 1.2 Rules of Construction. The Recitals to this Agreement are made a part hereof for all purposes. In this Agreement, terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless otherwise explicitly set forth herein, all references to Sections and Articles refer to sections and articles of this Agreement, and all references to Annexes, Exhibits, Schedules or Attachments refer to annexes, exhibits, schedules or attachments to

this Agreement, which are attached hereto and made a part hereof for all purposes. The word "including" means "including, but not limited to." The words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

ARTICLE II.
PROVISION OF SERVICES

Section 2.1 Provision of Services

(a) Services to be Provided. Commencing on the Distribution Date, subject to the other provisions of this Agreement and the RemainCo Services Annex and the SpinCo Services Annex, as applicable, the RemainCo Group will use commercially reasonable efforts to provide, or to cause to be provided by its Affiliates, agents or independent contractors, the services set forth in the RemainCo Services Annex to this Agreement (together with any RemainCo Additional Services, the "**RemainCo Services**") to the applicable member of the SpinCo Group, and the SpinCo Group will use commercially reasonable efforts to provide, or to cause to be provided by its Affiliates, agents or independent contractors, the services set forth in the SpinCo Services Annex to this Agreement (together with any SpinCo Additional Services, the "**SpinCo Services**" and the SpinCo Services together with the RemainCo Services, the "**Services**") to the applicable member of the RemainCo Group.

(b) Nature and Quality of Services. The Service Provider warrants that the Services performed shall be performed in accordance with Section 4.14 of this Agreement and, except as otherwise specifically provided by written agreement of the Parties, in the same or similar manner as such Services were performed by RemainCo and its Subsidiaries (including, for purposes of this Section 2.1(b), members of the SpinCo Group) prior to the Distribution Date and at the same general level and with the same general degree of care, attention, accuracy and responsiveness as when performed by the Service Provider for itself, another member of the Service Provider Group or third parties.

(c) Additional Services. Prior to the Expiration Date, if one Party identifies any commercial or other service that it needs to assure a smooth and orderly transition of the SpinCo Business or the RemainCo Business, as applicable, in connection with the consummation of the transactions contemplated by the Separation Agreement, and that is not otherwise governed by the provisions of the Separation Agreement or any Ancillary Agreement, the Parties will discuss whether there is a mutually acceptable basis on which the other Party will provide such service, which such other Party may agree or decline to provide at its sole discretion. Any such additional services that the RemainCo Group may agree to provide to the SpinCo Group are herein referred to as "**RemainCo Additional Services**" and any such additional services that the SpinCo Group may agree to provide to the RemainCo Group are herein referred to as "**SpinCo Additional Services**" and, together with RemainCo Additional Services, "**Additional Services**." Except as expressly set forth in the RemainCo Services Annex, the RemainCo Group shall not be obligated to provide RemainCo Services from or at any other location other than (i) its corporate headquarters located at 16666 Northchase Dr., Houston, Texas and (ii) its offices at 1114 Hughes Rd, Broussard, Louisiana, and, except as expressly set forth in the SpinCo Services Annex, the SpinCo Group shall not be obligated to provide SpinCo Services from or at any other location other than (i) its corporate headquarters located at 4444 Brittmoore Rd, Houston, Texas, (ii) its offices located at 16666 Northchase Dr., Houston, Texas, (iii) its offices at 20602 E. 81st St. S., Broken Arrow, Oklahoma and (iv) its offices at 1600 Broadway St., Denver, Colorado. Any change to the volume or nature of the Services or the location where such Services are to be provided shall be subject to the mutual agreement of the Parties.

(d) Service Coordinators. Each Party will appoint in writing a representative to act as the primary contact with respect to the provision of the Services and the resolution of disputes under this Agreement (each such person, a "**Service Coordinator**"). The initial Service Coordinators shall be the individuals identified on Annex C hereof. Neither Party may change its respective Service Coordinator without the prior written consent of the other Party (which consent shall not be unreasonably withheld). The Service Coordinators shall meet as expeditiously as possible to resolve any dispute arising hereunder, and any dispute that is not resolved by the Service Coordinators within thirty (30) days shall be resolved in accordance with the dispute resolution procedures set forth in Article VI of the Separation Agreement. Each Party may treat an act of a Service Coordinator of the other Party that is consistent with the provisions of this Agreement as being authorized by such other Party without inquiring behind such act or ascertaining whether such Service Coordinator had authority to so act; *provided*, *however*, that no such Service Coordinator shall have authority to amend this Agreement.

(e) Access; Books and Records. Each Service Recipient shall, for so long as Services are being provided under this Agreement, provide its Service Providers and their respective authorized representatives with reasonable access, following any Service Provider's request for such access provided in writing no less than three (3) Business Days in advance, during normal business hours, to such Service Recipient's facilities, books and records to the extent reasonably required to perform the Services.

(f) Limitations; Resource Allocations. Service Recipients acknowledge that Service Providers provide to themselves and other members of the Service Provider Group services that are similar to the Services. Consequently, the Service Provider may, from time to time, experience competing demands for its various services. Accordingly, Service Recipients agree

that Service Providers may use reasonable discretion in prioritizing requests for service delivery among the Service Recipient and other members of the Service Provider Group, in each case consistent with past practices; *provided* that the Service Provider communicates scheduling issues associated with the delivery of any particular Service hereunder with the Service Coordinator for the Service Recipient Group, and that the Service Provider makes reasonable efforts to accommodate the Service Recipient's requests for Services. No Service Provider shall be required to add or retain staff, equipment, facilities or other resources in order to provide any Service. With the prior written consent of the applicable Service Recipient (which consent shall not be unreasonably withheld, declined or conditioned), the Service Provider shall have the right to outsource all or portions of some Services to qualified third-party subcontractors; *provided* that the Service Provider shall be responsible for the costs of such third-party subcontractors.

(g) Extension of Services; Cancellation of Services prior to Expiration Date.

(i) Each Services Annex shall set forth the duration of each Service to be provided under this Agreement (the "**Applicable Services Initial Term**") and shall specify the duration, terms and conditions of any optional extension periods beyond the Applicable Services Initial Term and the number of any such extensions permitted. If any Service Recipient requests in accordance with the applicable Services Annex that a Service Provider perform any Service beyond the Applicable Services Initial Term (or the end of any extension thereof, if applicable), the Service Provider shall be obligated to perform such Service for the duration of the extension period as provided in the applicable Services Annex.

(ii) No Service Provider shall have any obligation to provide any Service beyond the Applicable Services Initial Term, as such term may be extended in accordance with Section 2.1(g)(i) (the end of such term, or the date of earlier termination of the Services in accordance with Sections 2.1(g)(iii), 2.1(g)(iv) or 2.2(b), the "**Applicable Services Termination Date**").

(iii) Each Party shall have the option to terminate any one or more of the Services provided by the other Party's Group at any time prior to the Applicable Services Termination Date(s); *provided* that such Party gives the other Party at least forty-five (45) days' prior written notice of its election to exercise such option.

(iv) Except as provided in Section 2.1(g)(v) below, if either Party materially defaults on its obligations under this Agreement (including the failure of any member of such Party's Group to timely pay for Services in accordance with this Agreement) and such default is not cured within thirty (30) days of receipt of written notice of such default, the non-defaulting Party shall have the right, at its sole discretion, to immediately terminate the Services with respect to which the default occurred.

(v) In the event that either Party shall (i) file a petition in bankruptcy, (ii) become or be declared insolvent, or become the subject of any proceedings (not dismissed within sixty (60) calendar days) related to its liquidation, insolvency or the appointment of a receiver, (iii) make an assignment on behalf of all or substantially all of its creditors, or (iv) take any corporate action for its winding up or dissolution, then the

other Party shall have the right to terminate this Agreement by providing written notice to the other Party.

(vi) Each Service Provider's obligation to provide Services to a member of the Service Recipient's Group shall terminate immediately if such Service Recipient ceases to be a member of the Service Recipient's Group.

(vii) Following the Applicable Services Termination Date and except as otherwise agreed to by the RemainCo Group and the SpinCo Group, neither Party will be under any further obligation with respect to any Service so terminated; *provide*d that the Service Recipient will remain obligated for any Service Fees for the terminated Service through the Applicable Services Termination Date and any Direct Charges related to such Service.

(h) Cooperation. RemainCo and SpinCo shall cooperate with one another in good faith and provide such further assistance as the other Party may reasonably request in connection with the provision of Services hereunder, including with respect to any cooperation reasonably required to effect the transition of any Service to the Service Recipient or its designated third-party service provider following the Applicable Services Termination Date.

Section 2.2 Fees for Services.

(a) Service Fees. Each Party shall pay to the other Party a monthly fee (each a "**Service Fee**") for each of the Services as specified on the applicable Services Annex for each month up to and including the month in which the Applicable Services Termination Date for each such Service occurs. Notwithstanding the foregoing, if the Parties specifically agree in writing that certain Service Fees shall be payable on other than a monthly basis, each such Service Fee shall be payable on the basis agreed. The Service Fee for any Additional Service, and any adjustment to a Service Fee in connection with a mutually agreed change in the volume, nature or location of a Service, shall be mutually agreed by the Parties prior to the date such Additional Services are provided or such change becomes effective. The Service Recipient shall be responsible for all applicable taxes imposed on the sale, performance, provision or delivery of the Services, other than any taxes imposed on the Service Provider's income.

(b) Adjustment to Service Fees. The Service Fee for each Service shall be subject to increase (i) to the extent the cost to the Service Provider of providing that Service increases due to higher costs imposed by third parties, (ii) to the extent caused by an any change in the volume or quantity applicable to any Services beyond that contemplated in the applicable Services Annex, and (iii) in the event of modifications to the systems, processes, physical or technical environment or level of trained personnel at the Service Recipient's facility; *provided*, that any such increase to any Service Fees shall be negotiated and agreed in good faith by the Service Coordinators no later than thirty (30) days following written request from the applicable Service Provider for such increase; *provided, further*, that the Service Recipient shall have the right, in its sole discretion, to terminate the Services subject to the Service Fee increase upon written notice delivered no later than five (5) Business Days following receipt of notice of such Service Fee increase. Notwithstanding the foregoing, the Service Provider shall bear any additional costs arising from (i) retention of consultants for the migration of software or applications to an

existing or new platform, or any improvement or modification thereto, (ii) the Service Recipient's decision to outsource any of its management information system functions and (iii) any requirement for additional disk space or increased processing capability.

(c) Direct Charges. In addition to the fees set forth above, and except as may otherwise be set forth in any Ancillary Agreement, to the extent practicable, the following items will be directly charged to the Service Recipient ("**Direct Charges**"): (1) all third-party expenses directly related to the Service Recipient, including, but not limited to, outside legal fees, outside accounting fees, and fees and expenses of external advisors and consultants, (2) costs associated with any telecommunications contracts or information service licenses to the extent related or arising out of the assignment of any such contracts or licenses to the Service Recipient, and (3) insurance costs, including but not limited to, general liability, automobile liability, comprehensive liability, excess liability, property and directors and officers.

Section 2.3 Payment of Fees.

(a) On or before the 15th day of each month during the term of this Agreement, each Service Provider shall make a diligent effort to submit to the each Service Recipient an invoice for the Services provided hereunder during the immediately preceding calendar month. Except for amounts being disputed by any Service Recipient in good faith in accordance with Section 2.5, each Service Recipient shall remit payment within ten (10) days after the receipt of such invoice. Notwithstanding the foregoing, unless and until payment has not been received within thirty (30) days of receipt of the applicable invoice, the Service Provider shall not be entitled to suspend or terminate the Services related to the unpaid amounts. Unless otherwise agreed to in writing, each Service Recipient shall remit all funds due under this Agreement to each Service Provider either by wire transfer or Automated Clearing House (ACH) in immediately available funds. Each Party's wiring instructions shall be provided to the other Party in writing (each Party may revise these from time to time upon notice to the other Party).

(b) To the extent reasonably practicable, all third-party invoices for Direct Charges shall be promptly submitted to the applicable Service Recipient for payment. For Direct Charges not paid directly by the Service Recipient, if any, the Service Provider shall include such amounts in its monthly invoice to the applicable Service Recipient.

Section 2.4 Records Maintenance and Audits. Each Service Recipient shall, for so long as Services are being provided under this Agreement and for two (2) years following the Expiration Date (or such longer period as required by applicable Law), maintain records and other evidence sufficient to accurately and properly reflect the performance of the Services hereunder and the amounts due determined in accordance with Section 2.2. Service Recipients and their applicable Service Coordinator and other representatives shall have reasonable access to such records for the purpose of auditing and verifying the accuracy of the invoices submitted regarding such amounts due, in accordance with the provisions of Section 8.7 of the Separation Agreement. Any such audits shall be at the sole cost and expense of the Service Recipient performing or requesting such audits; *provided* that the costs associated with any audit that reveals an overpayment of more than ten percent (10%) during the audit period shall be the responsibility of the applicable Service Provider. The Service Recipient shall have the right to audit the Service Provider's books for a period of two (2) years after the month in which the

Services were rendered, except in those circumstances where contracts by the Service Provider Group with third parties limit the audit period to a shorter period.

Section 2.5 Disputed Amounts. In the event of a good-faith dispute as to the amount and/or propriety of any invoices or any portions thereof submitted pursuant to Section 2.3, if any, the applicable Service Recipient shall pay all undisputed charges on such invoice, but shall be entitled to withhold payment of any amount in dispute and shall promptly notify the applicable Service Provider and Service Coordinator in writing of such disputed amounts and the reasons each such charge is disputed. Upon written request, the Service Provider shall use commercially reasonable efforts to provide the Service Recipient with sufficient records relating to the disputed charge so as to enable the Parties to resolve the dispute. In the event the Service Coordinators are unable to resolve the dispute within thirty (30) days after the invoice becomes due, the matter shall be resolved in accordance with the dispute resolution procedures set forth in Article VI of the Separation Agreement. The Service Recipient shall remit payment of the amount determined by agreement of the Service Providers or as a result of the dispute resolution procedures to be properly payable not later than ten (10) days following such determination, together with interest thereon calculated daily at the Applicable Rate. In the event of any overpayments by the Service Recipient, the Service Provider agrees to promptly refund any such overpaid amount to the Service Recipient. So long as the Parties are attempting in good faith to resolve the dispute, neither Party shall be entitled to terminate the Services related to, or the cause of, the disputed amounts.

Section 2.6 Undisputed Amounts. Any statement or payment not disputed in writing by either Party within one (1) year of the date of such statement or payment shall, absent fraud or manifest error, be considered final and binding and no longer subject to dispute or adjustment.

ARTICLE III.
CONFIDENTIALITY

Section 3.1 The Parties each acknowledge and agree that the terms of Section 8.10 of the Separation Agreement shall apply to information, documents, plans and other data made available or disclosed by one Party to the other in connection with this Agreement.

Section 3.2 The provisions of this Article III shall survive for a period of three (3) years following the expiration or termination of this Agreement.

ARTICLE IV.
MISCELLANEOUS

Section 4.1 Termination. This Agreement shall terminate on the Expiration Date, unless terminated earlier pursuant to Section 2.1(g).

Section 4.2 No Third-Party Beneficiaries. Except for the release and indemnification rights and limitations of liability under Section 4.4 of this Agreement which shall inure to the benefit of, and be enforceable by, the members of each Party's Service Provider Group and each of their respective Affiliates, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) except the Parties hereto any rights or

remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to the Separation Agreement, this Agreement or any other Ancillary Agreement.

Section 4.3 No Fiduciary Duties. It is expressly understood and agreed that this Agreement is a purely commercial transaction between RemainCo and SpinCo and that nothing stated herein shall operate to create any special or fiduciary duty that either Party or any member of such Party's Group or their respective Affiliates shall owe to the other Party, any member of the other Party's Group or their respective Affiliates, or vice versa. Nothing stated herein shall obligate or require either Party or any member of such Party's Group to do anything which such Party deems to be detrimental or injurious to any other business or commercial activities of itself or any member of its Group or their respective Affiliates, and it is expressly understood and agreed that each Service Provider shall be obliged to exert only commercially reasonable efforts in providing Services hereunder.

Section 4.4 Limited Warranty; Limitation of Liability.

Each Party represents, on behalf of itself and each other member of such Party's Service Provider Group, that each Service Provider will use reasonable care in providing Services to the members of the Service Recipient Group, and such Services shall be provided by the applicable Service Provider in accordance with all applicable Laws, rules, and regulations. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE AND IN SECTION 2.1(B), ALL SERVICES AND PRODUCTS ARE RENDERED AND PROVIDED TO THE SERVICE RECIPIENTS AS IS, WHERE IS, WITH ALL FAULTS, AND THE SERVICE PROVIDERS MAKE NO (AND HEREBY DISCLAIM AND NEGATE ANY AND ALL) REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES RENDERED OR PRODUCTS OBTAINED FOR THE SERVICE RECIPIENTS. FURTHERMORE, THE SERVICE RECIPIENTS MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE TO THE SERVICE RECIPIENTS BY ANY PARTY (INCLUDING AN

AFFILIATE OF THE SERVICE PROVIDER GROUP) PERFORMING SERVICES ON BEHALF OF THE SERVICE PROVIDER GROUP HEREUNDER, UNLESS SUCH PARTY MAKES AN EXPRESS WARRANTY TO A SERVICE RECIPIENT.

IT IS EXPRESSLY UNDERSTOOD BY EACH PARTY, ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF THE SERVICE RECIPIENT GROUP, THAT THE SERVICE PROVIDER GROUP SHALL HAVE NO LIABILITY FOR ANY SERVICES PROVIDED HEREUNDER AND FURTHER THAT THE SERVICE PROVIDER GROUP SHALL HAVE NO LIABILITY WHATSOEVER FOR THE SERVICES PROVIDED BY ANY THIRD PARTY, UNLESS IN EITHER EVENT SUCH SERVICES ARE PROVIDED IN A MANNER THAT CONSTITUTES FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE SERVICE PROVIDER OR ITS AFFILIATES. EACH PARTY AGREES THAT THE REMUNERATION PAID TO THE SERVICE

PROVIDER GROUP HEREUNDER FOR THE SERVICES TO BE PERFORMED REFLECTS THIS LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER THE SERVICE PROVIDER GROUP NOR ITS AFFILIATES, ON THE ONE HAND, NOR THE SERVICE RECIPIENT GROUP NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES. OF THE OTHER ARISING IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR, IN THE CASE OF THE SERVICE PROVIDER GROUP AND ITS AFFILIATES, THE PERFORMANCE OF THE SERVICES CONTEMPLATED HEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO A THIRD-PARTY CLAIM), REGARDLESS OF THE FAULT OF THE SERVICE PROVIDER GROUP, OR ANY THIRD-PARTY PROVIDER, OR WHETHER THE SERVICE PROVIDER GROUP, OR THE THIRD-PARTY PROVIDER, ARE CONCURRENTLY, PARTIALLY, OR SOLELY NEGLIGENT. TO THE EXTENT ANY THIRD-PARTY PROVIDER HAS LIMITED ITS LIABILITY TO THE SERVICE PROVIDER GROUP FOR SERVICES UNDER AN OUTSOURCING OR OTHER AGREEMENT, THE APPLICABLE SERVICE RECIPIENT AGREES TO BE BOUND BY SUCH LIMITATION OF LIABILITY FOR ANY PRODUCT OR SERVICE PROVIDED TO THE SERVICE RECIPIENT BY SUCH THIRD-PARTY PROVIDER UNDER THE APPLICABLE SERVICE PROVIDER'S AGREEMENT. EXCEPT IN CASES OF FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE SERVICE PROVIDER GROUP'S COLLECTIVE MAXIMUM LIABILITY TO THE SERVICE RECIPIENT GROUP WITH RESPECT TO ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAYABLE HEREUNDER BY THE SERVICE RECIPIENT GROUP (EXCLUDING DIRECT CHARGES).

The Service Recipient Group shall assume all liability and shall further release, indemnify and hold each member of the Service Provider Group and their respective employees, officers, directors and agents free and harmless from and against all losses resulting from, arising out of or related to (A) the performance of the Services, however arising and whether or not caused by the negligence of any member of the Service Provider Group or any third-party provider, other than losses caused by the fraud, gross negligence or willful misconduct of any member of the Service Provider Group or any third-party provider or the material breach of this Agreement by any member of the Service Provider Group or any third-party provider, (B) any material breach of this Agreement by the Service Recipient Group or (C) the fraud, gross negligence or willful misconduct of the Service Recipient Group.

The Service Provider Group shall assume all liability and shall further release, indemnify and hold each member of the Service Recipient Group and their respective employees, officers, directors and agents free and harmless from and against all losses resulting from, arising out of or related to (A) the fraud, gross negligence or willful misconduct of the Service Provider Group or any third-party provider in the performance of or failure to perform the Services or (B) any material breach of this Agreement by the Service Provider Group or any third-party provider.

Section 4.5 **Force Majeure**. Neither Party shall be deemed in default of this Agreement for failure to fulfill any obligation, other than a delay or failure to make a payment,

so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable.

Section 4.6 **Insurance Matters**. Each Party shall, to the extent commercially reasonable, maintain insurance applicable to the Services and in such type and amounts, and covering such risks, in each case as are customary for businesses similar to the business of such Party.

Section 4.7 **Further Assurances**. In addition to the actions specifically provided for elsewhere in this Agreement, each Party hereto shall use its commercially reasonable efforts, prior to, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable on its part under applicable Laws, regulations and agreements, to consummate and make effective the transactions contemplated by this Agreement to provide the Services hereunder and to perform such other additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms and provisions of this Agreement.

Section 4.8 **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in accordance with this Section 4.8):

(a) If to RemainCo, to:

Archrock, Inc.
16666 Northchase Dr.
Houston, Texas 77060
Attention: General Counsel
Fax: (281) 836-8060

(b) If to SpinCo, to:

Any Party may, by notice to the other Party, change the address and contact person to which any such notices are to be given.

Section 4.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered to each other Party. Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

Section 4.10 Governing Law. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated or to the inducement of either Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies.

Section 4.11 Dispute Resolution. Except as otherwise provided in Section 2.1(d) or Section 2.5, the dispute resolution procedures set forth in Article VI of the Separation Agreement shall apply to any dispute, controversy or claim (whether sounding in contract, tort or otherwise) that arises out of or relates to this Agreement, any breach or alleged breach hereof, the transactions contemplated hereby (including all actions taken in furtherance of the transactions contemplated hereby on or prior to the date hereof), or the construction, interpretation, enforceability or validity hereof.

Section 4.12 Assignability. Except for the ability of any Service Provider to cause one or more of the Services to be performed by a third-party provider in accordance with Section 2.1(f) or an Affiliate of the Service Provider, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; *provided*, *however*, that neither Party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Party hereto.

Section 4.13 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties hereto shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

Section 4.14 Compliance with Law. Each Party, on behalf of itself and such Party's Service Recipient Group, represents and agrees that it will use the Services provided hereunder only in accordance with all applicable Law, and in accordance with the conditions, rules, regulations and specifications which may be set forth in any manuals, materials, documents or instructions made available or communicated by any Service Provider to any Service Recipient or any of its Affiliates on an ongoing basis throughout the term of this Agreement. In performing the Services, the Service Provider Group will comply with all applicable Law. Each member of the Service Provider Group reserves the right to take all actions, including termination of any particular Service or Services, that such Service Provider reasonably believes to be necessary to assure compliance with applicable Law (including specifically, but without limitation, any applicable antitrust Laws and regulations); *provided*, *however*, that such Service Provider will endeavor to provide the applicable Service Recipient with as much prior notice as is reasonably practical before taking any such action.

Section 4.15 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced.

Section 4.16 Waivers of Default. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of such Party. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 4.17 Entire Agreement. This Agreement, the Separation Agreement and the other Ancillary Agreements, and the exhibits, annexes and schedules hereto and thereto, contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein. In the case of any conflict between the provisions of this Agreement and the Separation Agreement, the provisions of this Agreement shall prevail.

Section 4.18 Survival. The Parties agree that any limitations on liability or responsibility and any exculpatory, disclaimer, waiver or similar provisions will survive the Expiration Date or any other termination of this Agreement and that neither the Expiration Date nor any such termination shall affect any obligation for the Service Fees for any terminated Services, in each case performed or incurred prior to the Expiration Date or any other termination.

[Signatures of Parties on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with effect as of the date first above written.

EXTERRAN HOLDINGS, INC.

By: _____
Name: D. Bradley Childers
Title: President and Chief Executive Officer

EXTERRAN CORPORATION

By: _____
Name: Andrew Way
Title: President and Chief Executive Officer

FORM OF

EMPLOYEE MATTERS AGREEMENT

BY AND BETWEEN

EXTERRAN HOLDINGS, INC.

AND

EXTERRAN CORPORATION

DATED AS OF [·], 2015

FORM OF EMPLOYEE MATTERS AGREEMENT

This Employee Matters Agreement (the "***Agreement***") is entered into effective as of [·], 2015, by and between Exterran Holdings, Inc. (to be renamed Archrock, Inc.), a Delaware corporation ("***RemainCo***"), and Exterran Corporation, a Delaware corporation and wholly owned subsidiary of RemainCo ("***SpinCo***"), each a "***Party***" and together, the "***Parties***." Capitalized terms used but not otherwise defined shall have the respective meanings assigned to them in Article I.

RECITALS:

WHEREAS, RemainCo owns all of the issued and outstanding shares of SpinCo Common Stock;

WHEREAS, the Board of Directors of RemainCo (the "***RemainCo Board***") has determined that it is appropriate, advisable and in the best interests of RemainCo and its stockholders for RemainCo to separate the SpinCo Business from the RemainCo Business, as more fully described in the Information Statement, on the terms and conditions set forth herein and in the Separation Agreement (as defined below);

WHEREAS, to effect this separation, the Parties and certain of their subsidiaries are entering into that certain Separation and Distribution Agreement dated as of [·], 2015 (as amended from time to time, the "***Separation Agreement***"); and

WHEREAS, in connection with their entry into the Separation Agreement, RemainCo and SpinCo are entering into this Agreement for the purpose of allocating between and among them and certain of their subsidiaries certain assets, Liabilities and responsibilities with respect to certain (i) employees, independent contractors and directors, (ii) compensation, equity and benefit plans, programs and arrangements and (iii) other employee-related matters.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"***ACA***" means the Patient Protection and Affordable Care Act of 2010, as amended.

"***Accrued PTO***" means, with respect to a SpinCo Employee or a RemainCo Employee, such individual's accrued vacation, if any.

"***Action***" means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any Governmental Authority or in any arbitration or mediation.

"***Affiliate***" shall mean, when used with respect to any specified Person, a Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. For the purpose of this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise,

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arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, from and after the Effective Time and for purposes of this Agreement, no SpinCo Entity shall be deemed to be an Affiliate of any RemainCo Entity, and no RemainCo Entity shall be deemed an Affiliate of any SpinCo Entity.

"***Agent***" means American Stock Transfer & Trust Co., LLC, as the distribution agent appointed by RemainCo to distribute to the stockholders of RemainCo all of the outstanding shares of SpinCo Common Stock pursuant to the External Distribution.

"***Agreement***" shall have the meaning set forth in the Preamble.

"***Allocable Portion***" means the portion of a Shared Liability for which RemainCo or SpinCo shall be responsible hereunder, which shall be allocated 50% to RemainCo and 50% to SpinCo.

"***Ancillary Agreements***" shall have such meaning as provided in the Separation Agreement.

"***Assets***" shall have such meaning as provided in the Separation Agreement.

"***Auditing Party***" shall have the meaning set forth in Section 11.11.

"***Benefit Plan***" shall mean any compensation and/or benefit plan, program, arrangement, agreement or other commitment that is sponsored, maintained, entered into or contributed to by an entity or with respect to which such entity otherwise has any liability or obligation, whether fixed or contingent, including each such (i) employment, consulting, noncompetition, nondisclosure, nonsolicitation, severance, termination, pension, retirement, supplemental retirement, excess benefit, profit sharing, bonus, incentive, sales incentive, commission, management objective program, deferred compensation, retention, transaction, change in control and similar plan, program, arrangement, agreement or other commitment, (ii) stock option, restricted stock, stock unit, performance stock, stock appreciation, stock purchase, deferred stock or other compensatory equity or equity-based plan, program, arrangement, agreement or other commitment, (iii) savings, life, health, disability, accident, medical, dental, vision, cafeteria, insurance, flexible spending, adoption/dependent/employee assistance, tuition, vacation, relocation, paid-time-off, other fringe benefit and other employee compensation plan, program, arrangement, agreement or other commitment, including in each case, each "employee benefit plan" as defined in Section 3(3) of ERISA and any trust, escrow, funding, insurance or other agreement related to any of the foregoing.

"***COBRA***" shall mean the continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Code Section 4980B and Sections 601 through 608 of ERISA, together with all regulations promulgated thereunder.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended.

"***Contractor***" shall mean, with respect to any SpinCo Entity or RemainCo Entity, any independent individual or agency personnel who works or has worked for such entity (including, without limitation, full-time, part-time or temporary workers). Contractors may include, without limitation, independent contractors who invoice a SpinCo Entity or a RemainCo Entity (as applicable) directly for services provided and agency workers for which the applicable agency invoices a SpinCo Entity or a RemainCo Entity (as applicable) for services provided. For the avoidance of doubt, Contractors shall not include third-party firms, vendors or other entities that provide services relating to a particular expertise or subject matter to a SpinCo Entity or a RemainCo Entity or any of their employees or other personnel.

"***Director***" shall mean, with respect to any SpinCo Entity or RemainCo Entity, a non-employee member of the board of directors or managers, as applicable, of such entity.

"***Dispute Committee***" shall have the meaning provided in the Separation Agreement.

"***Distribution Date***" shall mean the date on which RemainCo, through the Agent, distributes all of the issued and outstanding shares of SpinCo Common Stock to holders of RemainCo Common Stock in the External Distribution.

"***Distribution Ratio***" shall mean the quotient obtained by dividing (i) one by (ii) two.

"***Effective Time***" shall mean 3:01 p.m. Central Time, or such other time as RemainCo may determine, on the Distribution Date.

"***Employee***" shall mean, with respect to any SpinCo Entity or RemainCo Entity, any full-time or part-time employee of such entity.

"***ERISA***" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"***External Distribution***" shall have the meaning provided in the Separation Agreement.

"***Exterran Pre-Adjustment Stock Value***" shall mean the closing price per share of Exterran Holdings, Inc. common stock trading "regular way" on the New York Stock Exchange on the Distribution Date.

"***Force Majeure***" shall have the meaning provided in the Separation Agreement.

"***Former RemainCo Employee***" shall mean any Employee, Contractor or Director who (A) provides or provided services primarily for the benefit of the RemainCo Business and who either (i) terminates or has terminated his or her employment or other service relationship with any RemainCo Entity at any time (whether prior to, on or after the Effective Time), or (ii) terminates or has terminated his or her employment or other service relationship with any SpinCo Entity on or prior to the Effective Time, and (B) the Parties determine to be a Former RemainCo Employee. Former RemainCo Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Exhibit A attached hereto. For the avoidance of doubt, any transfer of employment or other service relationship between the RemainCo Entities and/or the SpinCo Entities for purposes of effectuating the Internal Distribution and/or External Distribution shall not constitute a termination of employment or other service relationship for purposes of this definition. To the extent such designation is not readily made, the Parties agree to negotiate in good faith to agree upon a designation as a Former Shared Employee, Former RemainCo Employee or a Former SpinCo Employee.

"***Former Shared Employee***" shall mean any Employee, Contractor or Director who (A) provides or provided services primarily for the benefit of both the SpinCo Business and the RemainCo Business (rather than primarily to one or the other), (B) terminates his or her employment or other service relationship with any RemainCo Entity or any SpinCo Entity on or prior to the Effective Time, and (C) the Parties determine to be a Former Shared Employee. Former Shared Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Exhibit B attached hereto. For the avoidance of doubt, any transfer of employment or other service relationship between the RemainCo

Entities and/or the SpinCo Entities for purposes of effectuating the Internal Distribution and/or External Distribution shall not constitute a termination of employment or other service relationship for purposes of this definition. The Parties shall negotiate in good faith to agree upon a designation as a Former Shared Employee, Former RemainCo Employee or a Former SpinCo Employee.

"***Former SpinCo Employee***" shall mean any Employee, Contractor or Director who (A) provides or provided services primarily for the benefit of the SpinCo Business and who (i) terminates or has terminated his or her employment or other service relationship with any SpinCo Entity at any time (whether prior to, on or after the Effective Time) or (ii) terminates or has terminated his or her employment or other service relationship with any RemainCo Entity on or prior to the Effective Time, and (B) the Parties determine to be a Former SpinCo Employee. Former SpinCo Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Exhibit C attached hereto. For the avoidance of doubt, any transfer of employment or other service relationship between the RemainCo Entities and/or the SpinCo Entities for purposes of effectuating the Internal Distribution and/or External Distribution shall not constitute a termination of employment or other service relationship for purposes of this definition. To the extent such designation is not readily made, the Parties agree to negotiate in good faith to agree upon a designation as a Former Shared Employee, Former RemainCo Employee or a Former SpinCo Employee.

"***Governmental Authority***" shall mean any nation or government, any state, province, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, provincial, regional, local, domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any official thereof.

"***HIPAA***" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

"***Information Statement***" shall have such meaning as provided in the Separation Agreement.

"Internal Distribution" shall have such meaning as provided in the Separation Agreement.

"***IRS***" shall mean the U.S. Internal Revenue Service.

"***Law***" shall mean any national, supranational, federal, state, provincial, regional, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any income tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other legally enforceable requirement, in each case, enacted, promulgated, issued or entered by a Governmental Authority.

"***Liabilities***" shall have such meaning as provided in the Separation Agreement.

"***New RemainCo Cash Incentive Plan***" shall have the meaning set forth in Section 8.1(a).

"***New SpinCo Cash Incentive Plan***" shall have the meaning set forth in Section 8.1(a).

"***Participating Company***" shall mean, (i) with respect to a SpinCo Benefit Plan, any SpinCo Entity and, prior to the External Distribution, each RemainCo Entity, in each case, that is a participating employer in such SpinCo Benefit Plan; and (ii) with respect to a RemainCo Benefit Plan, any RemainCo Entity and, prior to the External Distribution, any SpinCo Entity, in each case, that is a participating employer in such RemainCo Benefit Plan.

"***Party***" and "***Parties***" shall have the meanings set forth in the Preamble.

"***Person***" shall mean any individual, general or limited partnership, corporation, business trust, joint venture, association, company, limited liability company, unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"***Prime Rate***" shall have the meaning set forth in the Separation Agreement.

"***RemainCo***" shall have the meaning set forth in the Preamble.

"***RemainCo 401(k) Plan***" shall have the meaning set forth in Section 5.1.

"***RemainCo Allocation Factor***" shall mean the quotient obtained by dividing (i) the RemainCo Post-Adjustment Stock Value, by (ii) the sum of (A) the RemainCo Post-Adjustment Stock Value, plus (B) the product of (x) the SpinCo Stock Value times (y) the Distribution Ratio.

"***RemainCo Benefit Plan***" shall mean each Benefit Plan (i) that is not a SpinCo Benefit Plan, (ii) which is sponsored, maintained, entered into or contributed to by any RemainCo Entity, and (iii) under which more than one service provider is eligible to receive compensation and/or benefits, including the RemainCo Equity Plans, the RemainCo Deferred Compensation Plan, the RemainCo ESPP, the RemainCo Health and Welfare Plans, the RemainCo Cafeteria Plan and the RemainCo Cash Incentive Plans.

"***RemainCo Board***" shall have the meaning set forth in the Recitals.

"***RemainCo Business***" shall mean all businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted prior to the Effective Time by the RemainCo Entities that are not included in the SpinCo Business.

"***RemainCo Cafeteria Plan***" shall mean a "cafeteria plan" (within the meaning of Section 125 of the Code) maintained by any RemainCo Entity.

"***RemainCo Cash Incentive Plans***" shall have the meaning set forth in Section 8.1(b).

"***RemainCo Common Stock***" shall mean the issued and outstanding shares of common stock, par value $0.01 per share, of RemainCo.

"***RemainCo Deferred Compensation Plan***" shall mean the Exterran Holdings, Inc. Deferred Compensation Plan, as amended and/or restated from time to time.

"***RemainCo Deferred Compensation Trust***" shall have the meaning set forth in Section 6.2.

"***RemainCo Director Stock and Deferral Plan***" shall mean the Exterran Holdings, Inc. Directors' Stock and Deferral Plan, as amended and/or restated from time to time.

"***RemainCo Employee***" shall mean each Employee, Contractor or Director who provides services primarily for the benefit of the RemainCo Business and who, following the Effective Time, remains employed by or in service with any RemainCo Entity, including any such active employees and any such employees on approved leaves of absence. RemainCo Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Exhibit D attached hereto.

"***RemainCo Entities***" shall mean, collectively, RemainCo and each RemainCo Subsidiary.

"***RemainCo ESPP***" means the Exterran Holdings, Inc. Employee Stock Purchase Plan, as amended.

"***RemainCo Equity Awards***" shall mean, collectively, any equity award granted pursuant to any RemainCo Equity Plan.

"***RemainCo Equity Plans***" shall mean, collectively, the Exterran Holdings, Inc. 2013 Stock Incentive Plan, the Exterran Holdings, Inc. Amended and Restated 2007 Stock Incentive Plan, the Hanover Compressor Company 2003 Stock Incentive Plan and the Universal Compression Holdings, Inc. Incentive Stock Option Plan, in each case, as amended and/or restated from time to time, and any other stock option or equity incentive compensation plan or arrangement maintained by any RemainCo Entity on or prior to the Distribution Date for the benefit of employees, consultants, directors and/or other service providers of any RemainCo Entity; provided, however, that RemainCo Equity Plans shall not include the Exterran Partners, L.P. Long-Term Incentive Plan.

"***RemainCo Health and Welfare Plans***" shall have the meaning set forth in Section 7.1.

"***RemainCo Individual Agreement***" shall mean each Benefit Plan sponsored, maintained, entered into or contributed to by any RemainCo Entity or with respect to which any RemainCo Entity otherwise has any liability or obligation, whether fixed or contingent, in any case, under which no more than one service provider is eligible to receive compensation and/or benefits.

"***RemainCo Option***" shall mean an option to purchase shares of RemainCo Common Stock granted pursuant to any RemainCo Equity Plan.

"***RemainCo Participant***" shall mean any individual who, (i) prior to the Distribution Date, is eligible to participate in one or more RemainCo Benefit Plans, and (ii) following the Distribution Date, is (A) a RemainCo Employee who is eligible to participate in one or more RemainCo Benefit Plans, (B) a Former RemainCo Employee or Former Shared Employee, in either case, who remains entitled to payments, benefits and/or participation under any RemainCo Benefit Plan, (C) a Former SpinCo Employee who terminated employment or other service on or prior to the Distribution Date, to the extent such individual remains entitled to payments, benefits and/or participation under any RemainCo Benefit Plan, or (D) a beneficiary, dependent or alternate payee of any of the foregoing.

"***RemainCo Performance Unit Award***" shall mean an award of RemainCo performance units granted under any RemainCo Equity Plan.

"***RemainCo Post-Adjustment Stock Value***" shall mean the closing per share price of RemainCo Common Stock trading in the "ex-dividend" market on the Distribution Date.

"***RemainCo Ratio***" shall mean the quotient obtained by dividing the Exterran Pre-Adjustment Stock Value by the RemainCo Post-Adjustment Stock Value.

"***RemainCo Restricted Stock Award***" shall mean an award of restricted shares of RemainCo Common Stock granted under any RemainCo Equity Plan.

"***RemainCo RSU Award***" shall mean an award of restricted stock units granted under any RemainCo Equity Plan.

"***RemainCo Subsidiary***" shall mean each Subsidiary of RemainCo after the Effective Time.

"***Roll-Over Consents***" shall have the meaning set forth in Section 7.6(e).

"***Securities Act***" shall mean the Securities Act of 1933, as amended.

"***Separation Agreement***" shall have the meaning set forth in the Recitals.

"***Shared Benefit Plan Claim***" shall mean any Action (a) brought with respect to a Benefit Plan in which both RemainCo Participants and SpinCo Participants were eligible to participate prior to the Distribution Date and (b) the basis of which arose prior to the Distribution Date.

"***Shared Benefit Plan Liability***" shall mean, collectively, (a) all Liabilities relating to, arising out of, or resulting from any Shared Benefit Plan Claim or (b) all Liabilities relating to, arising out of, or resulting from any Benefit Plan in which both RemainCo Participants and SpinCo Participants were eligible to participate prior to the Distribution Date and which relates to the form, terms and conditions of, or the administration, operation, maintenance of, such Benefit Plan prior to the Distribution Date, including, without limitation any direct and indirect costs, fees (including attorney's fees and/or consulting fees) and expenses actually incurred by any RemainCo Entity or SpinCo Entity with respect to a Shared Benefit Plan Claim, or in connection with any corrective actions taken with respect to a Benefit Plan covered by clause (b) hereof.

"***Shared Claims***" shall have the meaning set forth in Section 2.3(b)(iii).

"***Shared Liability***" shall mean any Liability that is allocated, divided or otherwise split between RemainCo and SpinCo in accordance with this Agreement, including, without limitation, any Liability arising from or with respect to a Shared Claim. For the avoidance of doubt, Shared Liabilities shall not

include any Liability that is allocated under this Agreement entirely to SpinCo and the SpinCo Entities, on the one hand, or entirely to RemainCo and the RemainCo Entities, on the other hand.

"***SpinCo***" shall have the meaning set forth in the Preamble.

"***SpinCo 401(k) Plan***" shall mean the Exterran 401(k) Plan, as amended and/or restated from time to time.

"***SpinCo Allocation Factor***" shall mean the quotient obtained by dividing (i) the product of (A) the SpinCo Stock Value times (B) the Distribution Ratio, by (ii) the sum of (A) the RemainCo Post-Adjustment Stock Value, plus (B) the product of (x) the SpinCo Stock Value times (y) the Distribution Ratio.

"***SpinCo Balance Sheet***" shall have such meaning as provided in the Separation Agreement.

"***SpinCo Benefit Plan***" shall mean each Benefit Plan sponsored, maintained, entered into or contributed to by any SpinCo Entity or with respect to which any SpinCo Entity otherwise has any liability or obligation, whether fixed or contingent, in any case, under which more than one service provider is eligible to receive compensation and/or benefits, including the SpinCo 401(k) Plan, the SpinCo Cafeteria Plan, the SpinCo Health and Welfare Plans and the SpinCo Cash Incentive Plan.

"***SpinCo Board***" shall mean the Board of Directors of SpinCo.

"***SpinCo Business***" shall mean (a) the contract operations and aftermarket services businesses conducted for the benefit of customers outside of the United States by, and the global fabrication business of, RemainCo and the direct and indirect RemainCo Subsidiaries on a consolidated basis immediately prior to the date hereof, and (b) without limiting the foregoing clause (a) and except as otherwise expressly provided in this Agreement, (i) the global provision of aftermarket services with respect to production equipment by RemainCo and the direct and indirect RemainCo Subsidiaries on a consolidated basis immediately prior to the date hereof and (ii) any terminated, divested or discontinued businesses, Assets or operations that were of such a nature that they would be part of the SpinCo Business (as described in the

foregoing clause (a)) had they not been terminated, divested or discontinued (regardless of whether they ever operated under the "SpinCo" name); *provided*, *however*, that the SpinCo Business shall exclude the businesses set forth on Schedule 1.1G of the Separation Agreement.

"***SpinCo Cafeteria Plan***" shall mean the "cafeteria plan" (within the meaning of Section 125 of the Code) maintained by SpinCo.

"***SpinCo Cash Incentive Plans***" shall have the meaning set forth in Section 8.1(c).

"***SpinCo Common Stock***" shall mean the issued and outstanding shares of common stock, par value $0.01 per share, of SpinCo.

"***SpinCo Deferred Compensation Plan***" shall have the meaning set forth in Section 6.1.

"***SpinCo Deferred Compensation Trust***" shall have the meaning set forth in Section 6.1.

"***SpinCo Director Stock and Deferral Plan***" shall have the meaning set forth in Section 4.11.

"***SpinCo Employee***" shall mean each Employee, Contractor or Director who provides services primarily for the benefit of the SpinCo Business and who, following the Effective Time, remains employed by or in service with any SpinCo Entity, including any such active employees and any such employees on approved leaves of absence. SpinCo Employees shall include, without limitation, those Employees, Contractors and Directors set forth on Exhibit E attached hereto.

"***SpinCo Entities***" shall mean, collectively, SpinCo and each SpinCo Subsidiary.

"***SpinCo Equity Awards***" shall mean, collectively, any equity award granted pursuant to the SpinCo Equity Plan.

"***SpinCo Equity Plan***" shall have the meaning set forth in Section 4.12.

"***SpinCo Health and Welfare Plans***" shall have the meaning set forth in Section 7.1.

"***SpinCo Individual Agreement***" shall mean each Benefit Plan sponsored, maintained entered into or contributed to by any SpinCo Entity or with respect to which any SpinCo Entity otherwise has any liability or obligation, whether fixed or contingent, in any case, under which no more than one service provider is eligible to receive compensation and/or benefits.

"***SpinCo Option***" shall mean an option to purchase shares of SpinCo Common Stock issued pursuant to the SpinCo Equity Plan as part of an equitable adjustment to a RemainCo Option made in connection with the External Distribution.

"***SpinCo Participant***" shall mean any individual who, (i) prior to the Distribution Date, is eligible to participate in one or more SpinCo Benefit Plans, and (ii) following the Distribution Date, is (A) a SpinCo Employee who is eligible to participate in one or more SpinCo Benefit Plans, (B) a Former SpinCo Employee or Former Shared Employee, in either case, who remains entitled to payments, benefits and/or participation under any SpinCo Benefit Plan, (C) a Former RemainCo Employee who terminated employment or other service on or prior to the Distribution Date, to the extent such individual remains entitled to payments, benefits and/or participation under any SpinCo Benefit Plan, or (D) a beneficiary, dependent or alternate payee of any of the foregoing.

"***SpinCo Performance Unit Award***" shall mean an award of performance units issued pursuant to the SpinCo Equity Plan as part of an equitable adjustment to a RemainCo Performance Unit Award made in connection with the External Distribution.

"***SpinCo Ratio***" shall mean the quotient obtained by dividing the Exterran Pre-Adjustment Stock Value by the SpinCo Stock Value.

"***SpinCo Restricted Stock Award***" shall mean an award of restricted SpinCo Common Stock issued pursuant to the SpinCo Equity Plan as part of an equitable adjustment to a RemainCo Restricted Stock Award made in connection with the External Distribution.

"***SpinCo RSU Award***" shall mean an award of restricted stock units issued pursuant to the SpinCo Equity Plan as part of an equitable adjustment to a RemainCo RSU Award made in connection with the External Distribution.

"***SpinCo Stock Value***" shall mean the closing price per share of SpinCo Common Stock trading in the "when-issued" market on the Distribution Date.

"***SpinCo Subsidiary***" shall mean each Subsidiary of SpinCo after the External Distribution.

"***Subsidiary***" shall mean, with respect to any specified Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns or controls, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such Person, (ii) the total combined equity interests or (iii) the capital or profit interests, in the case of a partnership, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

ARTICLE II
GENERAL PRINCIPLES

Section 2.1 Post-Distribution Employment. Immediately after the Effective Time, by virtue of this Agreement and without further action by any Person, (a) each SpinCo Employee shall continue to be employed or engaged at SpinCo or such other SpinCo Entity as employs or engages such SpinCo Employee as of immediately prior to the Effective Time, and (b) each RemainCo Employee shall continue to be employed or engaged at RemainCo or such other RemainCo Entity as employs or engages such RemainCo Employee as of immediately prior to the Effective Time. The Parties shall cooperate to effectuate any transfers of employment contemplated by this Agreement, including transfers necessary to ensure that all SpinCo Employees are employed or engaged at a SpinCo Entity and all RemainCo Employees are employed or engaged at a RemainCo Entity, in each case, as of immediately prior to the Effective Time.

Section 2.2 No Termination/Severance; No Change in Control. Except as otherwise set forth in Section 7.6(e), no SpinCo Employee or RemainCo Employee shall be deemed to (a) terminate employment or service solely by virtue of the consummation of the External Distribution, any transfer of employment or other service relationship contemplated hereby, or any related transactions or events contemplated by the Separation Agreement, this Agreement or any Ancillary Agreement, or (b) become entitled to any severance, termination, separation or similar rights, payments or benefits, whether under any Benefit Plan or otherwise, in connection with any of the foregoing. Neither the External Distribution nor any other transaction(s) contemplated by the Separation Agreement, this Agreement or any Ancillary Agreement shall constitute or be deemed to constitute a "change in control," a "change of control," "corporate change" or any similar corporate transaction impacting the vesting or payment of any amounts or benefits for purposes of any SpinCo Benefit Plan or RemainCo Benefit Plan.

Section 2.3 Employment Law Liabilities.

(a) Separate Employers. Subject to the provisions of ERISA and the Code, on and after the Distribution Date, each RemainCo Entity shall be a separate and independent employer from each SpinCo Entity.

(b) Employment Litigation. Except as otherwise expressly provided in this Agreement (and subject to Sections 2.3(b)(iii) and (iv) below):

(i) RemainCo and/or the other RemainCo Entities shall be solely liable for, and no SpinCo Entity shall have any obligation or Liability with respect to, any employment-related claims and Liabilities (A) regarding RemainCo Employees and/or prospective RemainCo Employees relating to, arising out of, or resulting from the prospective employment or service, actual employment or service and/or termination of employment or service, in any case, of such individual(s) with any RemainCo Entity or any SpinCo Entity, whether the basis for such claims arose before, on, or after the Distribution Date, including, without limitation, any claim or Liability relating to or arising out of any such individual's participation in a RemainCo Benefit Plan or SpinCo Benefit Plan; (B) regarding Former RemainCo Employees relating to, arising out of, or resulting from the prospective employment or service, actual employment or service and/or termination of employment or service, in any case, of such individual(s) with any RemainCo Entity or any SpinCo Entity, if such claim or Liability arose before the Distribution Date and, at the time such claim or Liability was incurred, such Former RemainCo Employee was providing services primarily for the benefit of the RemainCo Business, including, without limitation, any claim or Liability relating to or arising out of any such individual's participation in a RemainCo Benefit Plan or SpinCo Benefit Plan prior to the Distribution Date; and (C) regarding, relating to or arising out of the Benefit Plan(s) set forth on Schedule A attached hereto.

(ii) SpinCo and/or the other SpinCo Entities shall be solely liable for, and no RemainCo Entity shall have any obligation or Liability with respect to, any employment-related claims and Liabilities (A) regarding SpinCo Employees and/or prospective SpinCo Employees relating to, arising out of, or resulting from the prospective employment or service, actual employment or service and/or termination of employment or service, in any case, of such individual(s) with any SpinCo Entity or RemainCo Entity, whether the basis for such claims arose before, on, or after the Distribution Date, including, without limitation, any claim or Liability relating to or arising out of any such individual's participation in a SpinCo Benefit Plan or a RemainCo Benefit Plan; and (B) regarding Former SpinCo Employees, relating to, arising out of, or resulting from the prospective employment or service, actual employment or service and/or termination of employment or service, in any case, of such individual(s) with any SpinCo Entity or RemainCo entity, if such claim or Liability arose before the Distribution Date and, at the time such claim or Liability was incurred, such Former SpinCo Employee was providing services primarily for the benefit of the SpinCo Business, including, without limitation, any claim or Liability relating to or arising out of any such individual's participation in a RemainCo Benefit Plan or SpinCo Benefit Plan prior to the Distribution Date.

(iii) Notwithstanding the foregoing, any employment-related claims and Liabilities (A) regarding Former Shared Employees, relating to, arising out of, or resulting from the employment or service and/or termination of employment or service, in any case, of such individual(s) with any SpinCo Entity or any RemainCo Entity if such claim or Liability arose before the Distribution Date; and (B) regarding RemainCo Employees, Former RemainCo Employees, SpinCo Employees, Former SpinCo Employees and/or Former Shared Employees, relating to, arising out of, or resulting from the transfer of employment or service of such individual(s) between the

RemainCo Entities and the SpinCo Entities in connection with the Internal Distribution and/or the External Distribution (collectively, the "***Shared Claims***"), in any case, shall be allocated between SpinCo and the SpinCo Entities, on one hand, and RemainCo and the RemainCo Entities, on the other hand, in accordance with the Parties' Allocable Portion thereof.

(iv) Further notwithstanding the foregoing, any Shared Benefit Plan Liabilities shall be allocated between SpinCo and the SpinCo Entities, on one hand, and RemainCo and the RemainCo Entities, on the other hand, in accordance with the Parties' Allocable Portion thereof; provided, however, that any actual amounts, payments or benefits payable, paid or provided to RemainCo Employees, Former RemainCo Employees, SpinCo Employees, Former SpinCo Employees and/or Former Shared Employees, in any case, relating to, arising out of, or resulting from any Shared Benefit Plan Claim shall be allocated between SpinCo and/or the SpinCo Entities, on one hand, and RemainCo and/or the RemainCo Entities, on the other hand, in accordance with Sections 2.3(b)(i), (ii) and (iii) above.

(c) Claims; Shared Claims; Shared Benefit Plan Claims; Prior Notice of Claims Settlement.

(i) Subject to Section 2.3(c)(ii) below, RemainCo shall defend any employee claims and employment-related claims for which any RemainCo Entity is liable under this Agreement, and SpinCo shall defend any employee claims and employment-related claims for which any SpinCo Entity is liable under this Agreement.

(ii) SpinCo may commence defense of any Shared Claims and/or Shared Benefit Plan Claims pending decision of the Dispute Committee (or decision regarding an Action, if applicable), but shall not be obligated to do so. If SpinCo commences any such defense and subsequently RemainCo is determined hereunder to have the exclusive obligation to such Shared Claim or Shared Benefit Plan Claim (as applicable), then, upon the request of RemainCo, SpinCo shall promptly discontinue the defense of such matter and transfer the control thereof to RemainCo. In such event, RemainCo will reimburse SpinCo for all costs and expenses incurred prior to the resolution of such dispute in the defense of such Shared Claim or Shared Benefit Plan Claim (as applicable).

(iii) Each Party hereto shall, when applicable, notify in writing and consult with the other Party prior to making any settlement of an employee claim or an employment-related claim for which it is liable under this Agreement, for the purpose of attempting to avoid any prejudice to such other Party arising from the settlement. For the avoidance of doubt, nothing herein shall prevent any Party from settling any employment-related claim or shall confer upon any Party any rights of consent or other rights (other than to notice of proposed settlement and consultation) with respect to any employee claim against another Party.

Section 2.4 Reimbursement; Late Payments.

(a) Reimbursement of SpinCo. From time to time after the External Distribution, RemainCo shall promptly reimburse SpinCo, upon SpinCo's reasonable request and the presentation by SpinCo of such substantiating documentation as RemainCo shall reasonably require, for the cost of any obligations or Liabilities satisfied or assumed by a SpinCo Entity that are the responsibility of a RemainCo Entity pursuant to this Agreement. Except as otherwise provided in this Agreement, any such request for reimbursement must be made by SpinCo as promptly as practicable following, but in no event later than one hundred twenty (120) days following, the date on which such obligations or Liabilities are satisfied or assumed, as applicable, by a SpinCo Entity.

(b) Reimbursement of RemainCo. From time to time after the External Distribution, SpinCo shall promptly reimburse RemainCo, upon RemainCo's reasonable request and the presentation by RemainCo of such substantiating documentation as SpinCo shall reasonably require, for the cost of any obligations or Liabilities satisfied or assumed by a RemainCo Entity that are the responsibility of a SpinCo Entity pursuant to this Agreement. Except as otherwise provided in this Agreement, any such request for reimbursement must be made by RemainCo as promptly as practicable following, but in no event later than one hundred twenty (120) days following, the date on which such obligations or Liabilities are satisfied or assumed, as applicable, by a RemainCo Entity.

(c) Late Payments. Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within one hundred twenty (120) days of such bill, invoice or other demand) shall accrue interest at a rate per annum equal to the Prime Rate plus one and one-half percent (1.5%).

ARTICLE III
TERMINATION OF PARTICIPATION IN SPINCO BENEFIT PLANS; SERVICE CREDIT

Section 3.1 Termination of Participation in Benefit Plans; Adoption of New RemainCo Benefit Plans.

(a) Except as otherwise expressly provided in this Agreement or as otherwise expressly agreed to in writing between the Parties, effective as of the Effective Time, (i) RemainCo and each other RemainCo Entity shall cease to be a Participating Company in each SpinCo Benefit Plan (to the extent any such RemainCo Entity was such a Participating Company in such SpinCo Benefit Plan as of immediately prior to the External Distribution), (ii) each RemainCo Participant shall cease to participate in, be covered by, accrue benefits under or be eligible to contribute to any SpinCo Benefit Plan (to the extent any such RemainCo Participant so participated in any SpinCo Benefit Plan as of immediately prior to the External Distribution), (iii) SpinCo and each other SpinCo Entity shall cease to be a Participating Company in each RemainCo Benefit Plan (to the extent any such SpinCo Entity was such a Participating Company in such RemainCo Benefit Plan as of immediately prior to the External Distribution), and (iv) each SpinCo Participant shall cease to participate in, be covered by, accrue benefits under or be eligible to contribute to any RemainCo Benefit Plan (to the extent any such SpinCo Participant so participated in any RemainCo Benefit Plan as of immediately prior to the External Distribution) and, in each case, SpinCo and RemainCo shall take all necessary action prior to the Effective Time to effectuate each such cessation.

(b) Except as otherwise expressly set forth in this Agreement, from and after the Distribution Date, (A) SpinCo and/or the other SpinCo Entities shall be solely liable for, and no RemainCo Entity shall have any obligation or Liability under, any SpinCo Benefit Plan or SpinCo Individual Agreement, and (B) RemainCo and/or the other RemainCo Entities shall be solely liable for, and no SpinCo Entity shall have any obligation or Liability under, any RemainCo Benefit Plan or any RemainCo Individual Agreement.

Section 3.2 Service Recognition.

(a) Pre-Distribution Service Credit. With respect to RemainCo Participants, each RemainCo Benefit Plan shall provide that all service, all compensation and all other benefit-affecting determinations (including with respect to vesting) that, as of immediately prior to the Effective Time, (A) were recognized under the corresponding SpinCo Benefit Plan, or (B) would have been recognized under the corresponding SpinCo Benefit Plan in which such

RemainCo Participant was eligible to participate immediately prior to the Effective Time, had such RemainCo Participant actually participated in such corresponding SpinCo Benefit Plan, shall be taken into account under such RemainCo Benefit Plan to the same extent as credit was

(or would have been) recognized under the corresponding SpinCo Benefit Plan, except to the extent that duplication of benefits would result.

(b) Post-Distribution Service Credit. Except to the extent imposed by applicable Law or required by this Agreement, (i) no SpinCo Entity shall be obligated to recognize any service of a RemainCo Employee after the Distribution Date for any purpose under any SpinCo Benefit Plan, and (ii) no RemainCo Entity shall be obligated to recognize any service of a SpinCo Employee after the Distribution Date for any purpose under any RemainCo Benefit Plan; provided, however, that nothing herein shall prohibit any SpinCo Entity or any RemainCo Entity from recognizing such service.

ARTICLE IV
ADJUSTMENT OF REMAINCO EQUITY AWARDS; ESTABLISHMENT OF SPINCO EQUITY PLAN

Section 4.1 Treatment of Outstanding RemainCo Options.

(a) Subject to Sections 4.1(b), 4.1(c), 4.1(d), 4.5, 4.6, 4.7 and 4.8:

(i) *RemainCo Options Granted Prior to 2015.* Each RemainCo Option that remains outstanding as of immediately prior to the Effective Time that was granted prior to calendar year 2015 shall be converted, as of immediately prior to the Effective Time, into both a RemainCo Option and a SpinCo Option pursuant to the following adjustment mechanisms (and shall otherwise be subject to the same terms and conditions after the Effective Time as applicable to such RemainCo Option immediately prior to the Effective Time):

(A) *Shares Subject to New SpinCo Option*. The number of shares of SpinCo Common Stock subject to the new SpinCo Option shall be equal to the product obtained by multiplying (x) the number of shares of RemainCo Common Stock subject to the RemainCo Option immediately prior to the Effective Time, times (y) the SpinCo Allocation Factor, times (z) the SpinCo Ratio, and rounding down to the nearest whole share.

(B) *Exercise Price of New SpinCo Option*. The per share exercise price of the new SpinCo Option shall be equal to the quotient obtained by dividing (x) the per share exercise price of the RemainCo Option immediately prior to the Effective Time, by (y) the SpinCo Ratio, and rounding such quotient up to the nearest whole cent.

(C) *Shares Subject to Post-External Distribution RemainCo Option*. The number of shares of RemainCo Common Stock subject to the post-External Distribution RemainCo Option shall be equal to the product obtained by multiplying (x) the number of shares of RemainCo Common Stock subject to the RemainCo Option immediately prior to the Effective Time, times (y) the RemainCo Allocation Factor, times (z) the RemainCo Ratio, and rounding down to the nearest whole share.

(D) *Exercise Price of Post-External Distribution RemainCo Option*. The per share exercise price of the post- External Distribution RemainCo Option shall be equal to the quotient obtained by dividing (x) the per share exercise price of the pre-External Distribution RemainCo Option immediately prior to the Effective Time, by (y) the RemainCo Ratio, and rounding such quotient up to the nearest whole cent.

(ii) *RemainCo Options Granted in 2015 and Held by RemainCo Employees*. In the event that RemainCo grants any RemainCo Options in calendar year 2015, each RemainCo Option

that remains outstanding and is held by a RemainCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be adjusted, as of immediately prior to the Effective Time, solely into a RemainCo Option pursuant to the following adjustment mechanisms (and shall otherwise be subject to the same terms and conditions after the Effective Time as applicable to such RemainCo Option immediately prior to the Effective Time):

(A) *Shares Subject to Post-External Distribution RemainCo Option.* The number of shares of RemainCo Common Stock subject to the post-External Distribution RemainCo Option shall be equal to the product obtained by multiplying (x) the number of shares of RemainCo Common Stock subject to the RemainCo Option immediately prior to the Effective Time, times (y) the RemainCo Ratio, and rounding such product down to the nearest whole share.

(B) *Exercise Price of Post-External Distribution RemainCo Option.* The per share exercise price of the post-External Distribution RemainCo Option shall be equal to the quotient obtained by dividing (x) the per share exercise price of the RemainCo Option immediately prior to the Effective Time, by (y) the RemainCo Ratio, and rounding such quotient up to the nearest whole cent.

(iii) *RemainCo Options Granted in 2015 and Held by SpinCo Employees.* In the event that RemainCo grants any RemainCo Options in calendar year 2015, each RemainCo Option that remains outstanding and is held by a SpinCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be converted, as of immediately prior to the Effective Time, solely into a SpinCo Option pursuant to the following adjustment mechanisms (and shall otherwise be subject to the same terms and conditions after the Effective Time as applicable to such RemainCo Option immediately prior to the Effective Time):

(A) *Shares Subject to SpinCo Option.* The number of shares of SpinCo Common Stock subject to the SpinCo Option shall be equal to the product obtained by multiplying (I) the number of shares of RemainCo Common Stock subject to the RemainCo Option immediately prior to the Effective Time, times (II) the SpinCo Ratio, and rounding such product down to the nearest whole share.

(B) *Exercise Price of SpinCo Option.* The per share exercise price of the SpinCo Option shall be equal to the quotient obtained by dividing (I) the per share exercise price of the RemainCo Option immediately prior to the Effective Time, by (II) the SpinCo Ratio, and rounding such quotient up to the nearest whole cent.

(b) Notwithstanding Section 4.1(a) above, each RemainCo Option that is intended to qualify as an "incentive stock option" (within the meaning of Section 422 of the Code) and that is held by a RemainCo Employee or a SpinCo Employee, in either case, who elected prior to the External Distribution to preserve the incentive stock option treatment of such RemainCo Option, will be treated in accordance with such election through the conversion of such RemainCo Option solely into (i) if the holder is a RemainCo Employee, a RemainCo Option in accordance with Section 4.1(a)(ii) above, or (ii) if the holder is a SpinCo Employee, a SpinCo Option in accordance with Section 4.1(a)(iii) above. Notwithstanding the foregoing, in no event shall the holder have more than thirty (30) days to make such election.

(c) In addition, notwithstanding anything to the contrary contained in Sections 4.1(a) or (b) above, each RemainCo Option that, immediately prior to the Effective Time, remains outstanding and is held by any individual who is a Former SpinCo Employee, a Former RemainCo Employee or Former Shared Employee, shall be adjusted, as of immediately prior to the Effective Time, solely into a RemainCo Option in accordance with Section 4.1(a)(ii) above.

(d) The adjustments to the RemainCo Options contemplated by this Agreement, including without limitation, adjustments to the exercise price of RemainCo Options, to the number of shares subject to RemainCo Options and with respect to conversions into SpinCo Options, are all intended to comply in all respects with the requirements of Sections 409A and 424 of the Code, in each case, to the extent applicable, and all such provisions shall be interpreted and implemented in accordance with the foregoing.

Section 4.2 Treatment of Outstanding RemainCo Restricted Stock Awards. Subject to Sections 4.5, 4.6, 4.7 and 4.8:

(a) *RemainCo Restricted Stock Awards Granted Prior to 2015.* Each RemainCo Restricted Stock Award that remains outstanding as of immediately prior to the Effective Time that was granted prior to calendar year 2015 shall be converted, as of immediately prior to the Effective Time, into both a RemainCo Restricted Stock Award and a SpinCo Restricted Stock Award pursuant to the following adjustment mechanisms (and shall otherwise be subject to the same terms and conditions after the Effective Time as applicable to such RemainCo Restricted Stock Award immediately prior to the Effective Time):

(i) *Shares Subject to New SpinCo Restricted Stock Award*. The number of shares of SpinCo Common Stock subject to the new SpinCo Restricted Stock Award shall be equal to the number of shares of SpinCo Common Stock to which the holder of the underlying RemainCo Restricted Stock Award would be entitled on the Distribution Date had such award consisted of unrestricted shares of RemainCo Common Stock as of the record date of the External Distribution (i.e., the product obtained by multiplying (x) the number of shares of RemainCo Common Stock subject to the RemainCo Restricted Stock Award immediately prior to the Effective Time, times (y) the Distribution Ratio).

(ii) *Shares Subject to Post-External Distribution RemainCo Restricted Stock Award.* The number of shares of RemainCo Common Stock subject to the post-External Distribution RemainCo Restricted Stock Award shall be equal to the number of shares of RemainCo Common Stock subject to the RemainCo Restricted Stock Award immediately prior to the Effective Time.

(b) *RemainCo Restricted Stock Awards Granted in 2015 and Held by RemainCo Employees*. Each RemainCo Restricted Stock Award that remains outstanding and is held by a RemainCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be adjusted, as of immediately prior to the Effective Time, solely into a RemainCo Restricted Stock Award that (i) covers a number of post-External Distribution shares of RemainCo Common Stock determined by multiplying (x) the number of shares of RemainCo Common Stock covered by the RemainCo Restricted Stock Award immediately prior to the Effective Time times (y) the RemainCo Ratio (rounding such product down to the nearest whole share), and (ii) is subject to the same terms and conditions after the Effective Time as applied to such RemainCo Restricted Stock Award immediately prior to the Effective Time.

(c) *RemainCo Restricted Stock Awards Granted in 2015 and Held by SpinCo Employees*. Each RemainCo Restricted Stock Award that remains outstanding and is held by a SpinCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be converted, as of immediately prior to the Effective Time, solely into a SpinCo Restricted Stock Award that (i) covers a number of shares of SpinCo Common Stock equal to the product obtained by multiplying (x) the number of shares of RemainCo Common Stock covered by the RemainCo Restricted Stock Award immediately prior to the Effective Time times (y) the SpinCo Ratio (rounding such product down to the nearest whole share), and (ii) is otherwise subject to the same terms and conditions after the Effective Time as applied to such RemainCo Restricted Stock Award immediately prior to the Effective Time.

Section 4.3 Treatment of Outstanding RemainCo RSU Awards. Subject to Sections 4.5, 4.6, 4.7 and 4.8:

(a) *RemainCo RSU Awards Granted Prior to 2015.* Each RemainCo RSU Award that remains outstanding as of immediately prior to the Effective Time that was granted prior to calendar year 2015 shall be converted, as of immediately prior to the Effective Time, into both a RemainCo RSU Award and a SpinCo RSU Award pursuant to the following adjustment mechanisms (and shall otherwise be subject to the same terms and conditions after the Effective Time as applicable to such RemainCo RSU Award immediately prior to the Effective Time):

(i) *Shares Subject to New SpinCo RSU Award*. The number of shares of SpinCo Common Stock subject to the new SpinCo RSU Award shall be equal to the number of shares of SpinCo Common Stock to which the holder of the underlying RemainCo RSU Award would be entitled on the Distribution Date had such award consisted of actual shares of RemainCo Common Stock as of the record date of the External Distribution (i.e., the product obtained by multiplying (x) the number of shares of RemainCo Common Stock subject to the RemainCo RSU Award immediately prior to the Effective Time, times (y) the Distribution Ratio).

(ii) *Shares Subject to Post-External Distribution RemainCo RSU Award.* The number of shares of RemainCo Common Stock subject to the post-External Distribution RemainCo RSU Award shall be equal to the number of shares of RemainCo Common Stock subject to the RemainCo RSU Award immediately prior to the Effective Time.

(b) *RemainCo RSU Awards Granted in 2015 and Held by RemainCo Employees*. Each RemainCo RSU Award that remains outstanding and is held by a RemainCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be adjusted, as of immediately prior to the Effective Time, solely into a RemainCo RSU Award that (i) covers a number of post-External Distribution shares of RemainCo Common Stock determined by multiplying (x) the number of shares of RemainCo Common Stock covered by the RemainCo RSU Award immediately prior to the Effective Time times (y) the RemainCo Ratio (rounding such product down to the nearest whole share), and (ii) is subject to the same terms and conditions after the Effective Time as applied to such RemainCo RSU Award immediately prior to the Effective Time.

(c) *RemainCo RSU Awards Granted in 2015 and Held by SpinCo Employees*. Each RemainCo RSU Award that remains outstanding and is held by a SpinCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be converted, as of immediately prior to the Effective Time, solely into a SpinCo RSU Award that (i) covers a number of shares of SpinCo Common Stock equal to the product obtained by multiplying (x) the number of shares of RemainCo Common Stock covered by the RemainCo RSU Award immediately prior to the Effective Time times (y) the SpinCo Ratio (rounding such product down to the nearest whole share), and (ii) is otherwise subject to the same terms and conditions after the Effective Time as applied to such RemainCo RSU Award immediately prior to the Effective Time.

Section 4.4 Treatment of Outstanding RemainCo Performance Unit Awards. Subject to Sections 4.5, 4.6, 4.7 and 4.8:

(a) *RemainCo Performance Unit Awards Granted Prior to 2015.* Each RemainCo Performance Unit Award that remains outstanding as of immediately prior to the Effective Time that was granted prior to calendar year 2015 shall be converted, as of immediately prior to the Effective Time, into both a RemainCo Performance Unit Award and a SpinCo Performance Unit Award pursuant to the following adjustment mechanisms (and shall otherwise be subject to the same terms and conditions after the

Effective Time as applicable to such RemainCo Performance Unit Award immediately prior to the Effective Time):

(i) *Shares Subject to New SpinCo Performance Unit Award*. The number of shares of SpinCo Common Stock subject to the new SpinCo Performance Unit Award shall be equal to the number of shares of SpinCo Common Stock to which the holder of the underlying RemainCo Performance Unit Award would be entitled on the Distribution Date had such award consisted of actual shares of RemainCo Common Stock as of the record date of the External Distribution (i.e., the product obtained by multiplying (x) the number of shares of RemainCo Common Stock subject to the RemainCo Performance Unit Award immediately prior to the Effective Time, times (y) the Distribution Ratio).

(ii) *Shares Subject to Post-External Distribution RemainCo Performance Unit Award*. The number of shares of RemainCo Common Stock subject to the post-External Distribution RemainCo Performance Unit Award shall be equal to the number of shares of RemainCo Common Stock subject to the RemainCo Performance Unit Award immediately prior to the Effective Time.

(b) *RemainCo Performance Unit Awards Granted in 2015 and Held by RemainCo Employees*. Each RemainCo Performance Unit Award that remains outstanding and is held by a RemainCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be adjusted, as of immediately prior to the Effective Time, solely into a RemainCo Performance Unit Award that (i) covers a target number of post-External Distribution shares of RemainCo Common Stock determined by multiplying (x) the target number of shares of RemainCo Common Stock covered by the RemainCo Performance Unit Award immediately prior to the Effective Time times (y) the RemainCo Ratio (rounding such product down to the nearest whole share), and (ii) is subject to the same terms and conditions after the Effective Time as applied to such RemainCo Performance Unit Award immediately prior to the Effective Time.

(c) *RemainCo Performance Unit Awards Granted in 2015 and Held by SpinCo Employees*. Each RemainCo Performance Unit Award that remains outstanding and is held by a SpinCo Employee, in each case, as of immediately prior to the Effective Time that was granted in calendar year 2015 shall be converted, as of immediately prior to the Effective Time, solely into a SpinCo Performance Unit Award that (i) covers a target number of shares of SpinCo Common Stock equal to the product obtained by multiplying (x) the target number of shares of RemainCo Common Stock covered by the RemainCo Performance Unit Award immediately prior to the Effective Time times (y) the SpinCo Ratio (rounding such product down to the nearest whole share), and (ii) is otherwise subject to the same terms and conditions after the Effective Time as applied to such RemainCo Performance Unit Award immediately prior to the Effective Time.

Section 4.5 Miscellaneous Terms. The External Distribution shall not, in and of itself, constitute a termination of employment or service for any RemainCo Employee or any SpinCo Employee for purposes of any RemainCo Equity Awards or SpinCo Equity Awards, as applicable, held by such individual. With respect to awards adjusted or granted in accordance with this Article IV, (a) employment with or service to RemainCo and/or its Affiliates shall be treated as employment with or service to, as applicable, SpinCo with respect to SpinCo Equity Awards held by RemainCo Employees and (b) employment with or service to SpinCo and/or its Affiliates shall be treated as employment with or service to, as applicable, RemainCo with respect to RemainCo Equity Awards held by SpinCo Employees.

Section 4.6 Adjustment of Certain Accelerated Vesting Provisions.

(a) Notwithstanding the foregoing, with respect to any unvested SpinCo Equity Awards granted to a RemainCo Employee in accordance with this Agreement, if the original RemainCo Equity

Award (that was adjusted into the SpinCo Equity Award) was subject, as of immediately prior to the External Distribution, to accelerated vesting provisions (i) by reference to a termination of employment or service with RemainCo and/or (ii) in connection with a "Corporate Change" (as defined in the applicable award agreement and/or RemainCo Equity Plan) of RemainCo, then the SpinCo Equity Award also shall be subject to such same acceleration provisions upon the RemainCo Employee's termination of employment or service with the relevant RemainCo Entity(ies) and/or in connection with a Corporate Change of RemainCo.

(b) Further notwithstanding the foregoing, with respect to any unvested RemainCo Equity Awards or unvested SpinCo Equity Awards granted to a SpinCo Employee in accordance with this Agreement, if the original RemainCo Equity Award (including any RemainCo Equity Award that was adjusted into the SpinCo Equity Award), was subject, as of immediately prior to the External Distribution, to accelerated vesting provisions (i) by reference to a termination of employment or service with RemainCo and/or (ii) in connection with a "Corporate Change" (as defined in the applicable award agreement and/or RemainCo Equity Plan) of RemainCo, then the RemainCo Equity Award or SpinCo Equity Award, as applicable, also shall be subject to such same acceleration provisions upon the SpinCo Employee's termination of employment or service with the relevant SpinCo entity(ies) and/or in connection with a Corporate Change of SpinCo.

(c) In addition, with respect to any unvested SpinCo Equity Awards held by a RemainCo Employee following the Effective Time, notwithstanding anything herein or in the applicable award agreement to the contrary, such SpinCo Equity Awards will vest in full upon a "Corporate Change" (as defined in the applicable award agreement and/or SpinCo Equity Plan) of SpinCo. Further, with respect to any unvested RemainCo Equity Awards which are adjusted as of immediately prior to the Effective Time and continue to be held by a SpinCo Employee following the External Distribution, in each case, in accordance with this

Agreement, notwithstanding anything herein or in the applicable award agreement to the contrary, such RemainCo Equity Awards will vest in full upon a "Corporate Change" (as defined in the applicable award agreement and/or RemainCo Equity Plan) of RemainCo.

(d) Additionally, notwithstanding anything herein or in the applicable award agreement to the contrary, if, following the Effective Time, the RemainCo Board determines, in its discretion, to accelerate in full the vesting of all RemainCo Equity Awards then held by RemainCo Employees and Former RemainCo Employees (other than in connection with a "Corporate Change" (as defined in the applicable award agreement and/or RemainCo Equity Plan)), the RemainCo Board shall also accelerate in full the vesting of all outstanding RemainCo Equity Awards which are then held by SpinCo Employees and Former SpinCo Employees. Further notwithstanding anything herein or in the applicable award agreement to the contrary, if, following the Effective Time, the SpinCo Board determines, in its discretion, to accelerate in full the vesting of all SpinCo Equity Awards then held by SpinCo Employees and Former SpinCo Employees (other than in connection with a "Corporate Change" (as defined in the applicable award agreement and/or SpinCo Equity Plan)), the SpinCo Board shall also accelerate in full the vesting of all outstanding SpinCo Equity Awards which are then held by RemainCo Employees and Former RemainCo Employees.

Section 4.7 Waiting Period for Exercisability of Options and Settlement of Awards.

(a) RemainCo Options and Settlement of RemainCo RSU Awards and RemainCo Performance Unit Awards. RemainCo may determine, in its sole discretion, that, for reasons of administrative convenience, RemainCo Options shall not be exercisable, and that RemainCo RSU Awards and RemainCo Performance Unit Awards shall not be settled, in each case, during a period beginning on a date prior to the Distribution Date determined by RemainCo in its sole discretion, and continuing until reasonably practicable after the Effective Time.

(b) SpinCo Options and Settlement of SpinCo RSU Awards and SpinCo Performance Unit Awards. SpinCo may determine, in its sole discretion, that, for reasons of administrative convenience, SpinCo Options shall not be exercisable, and that SpinCo RSU Awards and SpinCo Performance Unit Awards shall not be settled, in each case, during a period beginning on the Distribution Date and continuing until reasonably practicable after the Effective Time.

Section 4.8 No Accelerated Vesting. The Parties hereto acknowledge and agree that in no event shall the vesting of any SpinCo Equity Awards and/or RemainCo Equity Awards, in any case, accelerate solely by reason of the transactions or events contemplated by the Separation Agreement, this Agreement or any other Ancillary Agreement.

Section 4.9 Tax Deduction. The Parties acknowledge and agree that each of the applicable tax deductions for which they may be eligible for federal income tax purposes with regard to the SpinCo Equity Awards and SpinCo Equity Awards, in any case, shall be determined in accordance with Revenue Ruling 2002-1.

Section 4.10 Employee Stock Purchase Plan. As soon as reasonably practicable following the Effective Time, SpinCo and/or RemainCo (as applicable) will refund to each RemainCo Employee and each SpinCo Employee, in each case, who has ceased to be a participant in the RemainCo ESPP for any reason as of immediately prior to the Effective Time the full amount of such employee's account balance under RemainCo ESPP.

Section 4.11 Treatment of Director Stock and Deferral Plan. Prior to the Effective Time, RemainCo shall cause SpinCo to adopt a new Director stock and deferral plan (the "***SpinCo Director Stock and Deferral Plan***") for the benefit of eligible SpinCo Directors. The SpinCo Director Stock and Deferral Plan shall constitute a SpinCo Benefit Plan for the purposes of this Agreement. Following the Effective Time, RemainCo (acting directly or through any RemainCo Entity) shall be responsible for any and all Liabilities and other obligations with respect to the RemainCo Director Stock and Deferral Plan, and SpinCo (acting directly or through any SpinCo Entity) shall be responsible for any and all Liabilities and other obligations with respect to the new SpinCo Director Stock and Deferral Plan.

Section 4.12 Adoption and Approval of SpinCo Equity Plan. Prior to the Effective Time, RemainCo shall cause SpinCo to adopt the SpinCo 2015 Stock Incentive Plan (the "***SpinCo Equity Plan***"). In addition, prior to the Effective Time, RemainCo shall approve the SpinCo Equity Plan as the sole stockholder of SpinCo.

Section 4.13 Cooperation. Each of the Parties shall establish an appropriate administration system in order to handle in an orderly manner exercises of SpinCo Options and RemainCo Options and the settlement of other SpinCo Equity Awards and RemainCo Equity Awards. The Parties shall work together to unify and consolidate all indicative data and payroll and employment information on regular timetables and make certain that each applicable entity's data and records in respect of such awards are correct and updated on a timely basis. The foregoing shall include employment status and information required for tax withholding/remittance and reporting, compliance with trading windows and compliance with the requirements of the Exchange Act and other applicable Laws.

Section 4.14 SEC Registration. SpinCo agrees that it shall use reasonable efforts to maintain on a continuous basis an effective registration statement(s) under the Securities Act (and maintain the prospectus(es) contained therein for its/their intended use) with respect to the shares of SpinCo Common Stock authorized for issuance under the SpinCo Equity Plan. RemainCo agrees that, following the Distribution Date, it shall use reasonable efforts to continue to maintain a Form S-8 Registration Statement (and maintain the prospectus(es) contained therein for its/their intended use) with respect to and cause to be

registered pursuant to the Securities Act, the shares of RemainCo Common Stock authorized for issuance under the RemainCo Equity Plans as required pursuant to the Securities Act and any applicable rules or regulations thereunder.

Section 4.15 Section 16(b) of the Exchange Act; Code Sections 162(m) and 409A.

(a) By approving the form, terms and conditions of, and the entrance by RemainCo and SpinCo into, this Agreement, the RemainCo Board and the SpinCo Board intend to exempt from the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, by reason of the application of Rule 16b-3 thereunder, all acquisitions and dispositions of RemainCo Equity Awards and/or SpinCo Equity Awards by Directors and executive officers of each of RemainCo and SpinCo contemplated herein, and the RemainCo Board and the SpinCo Board also intend to expressly approve, in respect of any RemainCo Equity Awards and/or SpinCo Equity Awards, the use of any method for the payment of an exercise price and the satisfaction of any applicable tax withholding (specifically including the actual or constructive tendering of shares in payment of an exercise price and the withholding of shares from delivery in satisfaction of applicable tax withholding requirements) to the extent such method is permitted under the RemainCo Equity Plan or SpinCo Equity Plan (as applicable) and the applicable award agreement.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that RemainCo and/or SpinCo determine that it is necessary or appropriate to subject any annual incentive or long-term incentive award, or other compensation, to treatment that is different from that otherwise provided herein

in order to preserve the intended tax treatment of such compensation, RemainCo and SpinCo agree to negotiate in good faith regarding the need for any such different treatment and to take such actions as may be necessary or appropriate that are intended to preserve the intended tax treatment of such compensation, including, without limitation, actions intended to ensure that (i) a federal income tax deduction for the payment of any annual incentive or long-term incentive award, or other compensation, is not limited by reason of Section 162(m) of the Code, and (ii) the treatment of such annual incentive or long-term incentive award, or other compensation, does not cause the imposition of a tax under Section 409A of the Code.

ARTICLE V
TAX-QUALIFIED DEFINED CONTRIBUTION PLAN

Section 5.1 SpinCo 401(k) Plan; RemainCo 401(k) Plan. RemainCo or another RemainCo Entity shall establish a defined contribution plan and trust solely for the benefit of eligible RemainCo Participants (the "***RemainCo 401(k) Plan***"), effective as of immediately following the Effective Time. The RemainCo 401(k) Plan shall constitute a RemainCo Benefit Plan for the purposes of this Agreement. RemainCo shall be responsible for taking all necessary, reasonable and appropriate action to maintain and administer the RemainCo 401(k) Plan so that it is qualified under Section 401(a) of the Code and the related trust thereunder is exempt under Section 501(a) of the Code. Following the Effective Time, RemainCo (acting directly or through any RemainCo Entity) shall be responsible for any and all Liabilities and other obligations with respect to the RemainCo 401(k) Plan, and SpinCo (acting directly or through any SpinCo Entity) shall be responsible for any and all Liabilities and other obligations with respect to the SpinCo 401(k) Plan.

Section 5.2 Transfer of SpinCo 401(k) Plan Assets. As soon as practicable following the Distribution Date (or such later time as mutually agreed by the Parties), SpinCo shall cause the accounts (including any promissory notes related to outstanding participant loans) in the SpinCo 401(k) Plan attributable to eligible RemainCo Participants (other than Former RemainCo Employees, Former SpinCo Employees and Former Shared Employees) and their beneficiaries and alternate payees, if any, and all of the assets in the SpinCo 401(k) Plan related thereto to be transferred to the RemainCo 401(k) Plan, and RemainCo shall cause the RemainCo 401(k) Plan to accept such transfer of accounts, promissory notes and underlying assets and,

effective as of the date of such transfer, to assume and to fully perform, pay and discharge, all obligations relating to the accounts of such RemainCo Participants (to the extent the assets related to those accounts are actually transferred from the SpinCo 401(k) Plan to the RemainCo 401(k) Plan). SpinCo shall cause the SpinCo 401(k) Plan to retain the accounts (including any promissory notes related to outstanding participant loans) and assets attributable to any Former SpinCo Employee, any Former RemainCo Employee and any Former Shared Employee, in any case, whose employment or service terminated prior to the Distribution Date.

Section 5.3 No Distributions. No distribution of account balances shall be made to any RemainCo Participant solely on account of the transfers from the SpinCo 401(k) Plan described in Section 5.2 above.

Section 5.4 Regulatory Filings. In connection with the transfer of assets and Liabilities from the SpinCo 401(k) Plan to the RemainCo 401(k) Plan contemplated in this Article V, RemainCo and SpinCo (each acting directly or through any RemainCo Entity or any SpinCo Entity, as applicable) shall cooperate in making any and all appropriate filings required by the IRS, or required under the Code, ERISA or any applicable regulations, and shall take all such action as may be necessary and appropriate to cause such plan-to-plan transfer to take place; provided, however, that RemainCo shall be solely responsible for complying with any requirements and applying for any IRS determination letters with respect to the RemainCo 401(k) Plan.

ARTICLE VI
NONQUALIFIED DEFERRED COMPENSATION PLAN

Section 6.1 Treatment of Non-Qualified Deferred Compensation Plan. Effective prior to the Effective Time, SpinCo or a SpinCo Entity shall establish a new non-qualified deferred compensation plan (the "***SpinCo Deferred Compensation Plan***") and a related trust (the "***SpinCo Deferred Compensation Trust***") for the benefit of eligible SpinCo Participants. The SpinCo Deferred Compensation Plan shall constitute a SpinCo Benefit Plan for the purposes of this Agreement. Following the Effective Time, RemainCo (acting directly or through any RemainCo Entity) shall be responsible for any and all Liabilities and other obligations with respect to the RemainCo Deferred Compensation Plan, and SpinCo (acting directly or through any SpinCo Entity) shall be responsible for any and all Liabilities and other obligations with respect to the new SpinCo Deferred Compensation Plan.

Section 6.2 Transfer of Trust Assets. As soon as practicable following the establishment of the SpinCo Deferred Compensation Plan and prior to the Distribution Date, RemainCo shall transfer, or cause to be transferred, from the trust funding the RemainCo Deferred Compensation Plan (the "***RemainCo Deferred Compensation Trust***") to the SpinCo Deferred Compensation Trust that portion of the assets held in the RemainCo Deferred Compensation Trust as of the date of transfer that is attributable to SpinCo Employees, and SpinCo shall cause the SpinCo Deferred Compensation Trust to accept such transfer.

ARTICLE VII
HEALTH AND WELFARE PLANS; WORKERS' COMPENSATION

Section 7.1 Health and Welfare Benefit Plans. As of the Distribution Date, RemainCo or one or more RemainCo Subsidiaries maintains each of the health and welfare plans set forth on Exhibit F hereto (the "***RemainCo Health and Welfare Plans***") for the benefit of eligible employees of the RemainCo Entities and their dependents and beneficiaries, each of which shall remain in effect immediately following the External Distribution. In addition, as of the Distribution Date, SpinCo or one or more of the SpinCo Entities maintains each of the health and welfare plans set forth on Exhibit G hereto (the "***SpinCo Health and Welfare Plans***").

Section 7.2 Terms of Participation in RemainCo Health and Welfare Plans. RemainCo shall cause all RemainCo Health and Welfare Plans to (a) waive all limitations as to preexisting conditions, exclusions and service conditions with respect to participation and coverage requirements applicable to individuals who are RemainCo Participants immediately following the Effective Time, other than limitations that were in effect with respect to such RemainCo Participants as of immediately prior to the Effective Time under the corresponding SpinCo Health and Welfare Plan(s), and (b) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable, following the Distribution Date, to an individual who is a RemainCo Participant immediately following the Effective Time to the extent such RemainCo Participant had satisfied any similar limitation under the corresponding SpinCo Health and Welfare Plan(s). Additionally, the RemainCo Health and Welfare Plans shall provide that the RemainCo Participants are credited with or otherwise have taken into account, to the extent applicable, any expenses incurred towards deductibles, co-payments or out-of-pocket limits credited to such individual, in each case, under

the terms of the corresponding SpinCo Health and Welfare Plans for the plan year in which the External Distribution occurs as if such amounts had been paid by such individual under the RemainCo Health and Welfare Plans. As of the Distribution Date, RemainCo shall use its reasonable best efforts to cause the RemainCo Health and Welfare Plans to recognize and give effect to all elections and designations (including all coverage and contribution elections and beneficiary designations) made by each RemainCo Participant under, or with respect to, the corresponding SpinCo Health and Welfare Plans for plan year 2015.

Section 7.3 Cafeteria Plan. As soon as practicable following the Distribution Date and if and to the extent not effected prior to the Distribution Date, SpinCo (acting directly or through any other SpinCo Entity) shall, in accordance with Revenue Ruling 2002-32, cause the portion of the SpinCo Cafeteria Plan applicable to the RemainCo Participants to be segregated into a separate component and the account balances in such component to be transferred to the RemainCo Cafeteria Plan, which will include any health flexible spending account and dependent care plan. The RemainCo Cafeteria Plan shall reimburse SpinCo or the SpinCo Cafeteria Plan to the extent amounts were paid by the SpinCo Cafeteria Plan and not collected from the RemainCo Participant and such amounts are subsequently collected by the RemainCo Cafeteria Plan with respect to such RemainCo Participant.

Section 7.4 COBRA, HIPAA and ACA.

(a) RemainCo (acting directly or through any other RemainCo Entity) and the RemainCo Health and Welfare Plans shall be solely responsible for compliance with the health care continuation coverage requirements of COBRA with respect to each individual who is a RemainCo Participant (or a dependent or beneficiary thereof) at the time such individual experiences a COBRA qualifying event. SpinCo (acting directly or through any other SpinCo Entity) and the SpinCo Health and Welfare Plans shall be solely responsible for compliance with the health care continuation coverage requirements of COBRA with respect to each individual who is a SpinCo Participant (or a dependent or beneficiary thereof) at the time such individual experiences a COBRA qualifying event; provided, however, that RemainCo shall indemnify SpinCo in accordance with Article X with respect to (i) any Liability actually incurred by any SpinCo Entity in connection with the provision of COBRA continuation coverage to (A) any RemainCo Employee or (B) any Former RemainCo Employee who terminated employment or service prior to the Distribution Date, and (ii) RemainCo's Allocable Portion of any Liability actually incurred by any SpinCo Entity in connection with the provision of COBRA continuation coverage to any Former Shared Employee. Neither the consummation of the Distribution, any transfer of employment contemplated hereby, or any related transactions or events contemplated by the Separation Agreement, this Agreement or any Ancillary Agreement shall constitute a COBRA qualifying event for purposes of COBRA with respect to any SpinCo Participant or any RemainCo Participant (or any dependent or beneficiary thereof).

(b) RemainCo (acting directly or through any other RemainCo Entity) shall be responsible for compliance with any certificate of creditable coverage of other applicable requirements of HIPAA or Medicare applicable to the RemainCo Health and Welfare Plans with respect to RemainCo Participants. SpinCo (acting directly or through any other SpinCo Entity) shall be responsible for compliance with any certificate of creditable coverage of other applicable requirements of HIPAA or Medicare applicable to the SpinCo Health and Welfare Plans with respect to SpinCo Participants.

(c) RemainCo (acting directly or through any other RemainCo Entity) shall be responsible for compliance with any reporting requirements of the ACA applicable to the RemainCo Health and Welfare Plans with respect to RemainCo Participants. SpinCo (acting directly or through any other SpinCo Entity) shall be responsible for compliance with any reporting requirements of the ACA applicable to the SpinCo Health and Welfare Plans with respect to SpinCo Participants.

Section 7.5 SpinCo to Provide Information. To the extent permitted by Law, SpinCo or the relevant SpinCo Health and Welfare Plan shall provide to RemainCo or the relevant RemainCo Health and Welfare Plan (to the extent that relevant information is in SpinCo's possession) such data as may be necessary for RemainCo to comply with its obligations hereunder, which may include the names of RemainCo Participants who were participants in or otherwise entitled to benefits under the SpinCo Health and Welfare Plans prior to the External Distribution, together with each such individual's service credit under such plans, information concerning each such individual's current plan-year expenses incurred towards deductibles, out-of-pocket limits and co-payments, maximum benefit payments, and any benefit usage towards plan limits thereunder. SpinCo shall, as soon as practicable after requested, provide RemainCo with such additional information that is in SpinCo's possession (and not already in the possession of a RemainCo Entity) as may be reasonably requested by RemainCo and necessary to administer effectively any RemainCo Health and Welfare Plan. SpinCo and each RemainCo Entity shall enter into such other agreements as are necessary to comply with this Section 7.5, including but not limited to any agreements required by HIPAA.

Section 7.6 Liabilities.

(a) Insured Benefits. With respect to employee welfare and fringe benefits that are provided through the purchase of insurance, (i) RemainCo shall cause the RemainCo Health and Welfare Plans to, through such insurance policies, pay and discharge all eligible claims of RemainCo Participants that are incurred on or after the enrollment of such RemainCo Participants in the RemainCo Health and Welfare Plans, and (ii) SpinCo shall cause the SpinCo Health and Welfare Plans to, through such insurance policies pay and discharge all eligible claims of SpinCo Participants that are incurred on or after the Distribution Date (provided that such SpinCo Participants are enrolled in the SpinCo Health and Welfare Plans). For the avoidance of doubt, except as otherwise expressly set forth in this Article VII, neither SpinCo Health and Welfare Plans nor RemainCo Health and Welfare Plans shall be responsible for any claims that arise following a RemainCo Participant's termination of participation in a SpinCo Health and Welfare Plan if the RemainCo Participant does not validly enroll in an applicable RemainCo Health and Welfare Plan.

(b) Self-Insured Benefits. With respect to employee health or medical benefits that are provided through a self-insured plan or program (i) RemainCo shall cause the RemainCo Health and Welfare Plans to, through such self-insured plan or program, pay and discharge all eligible claims of RemainCo Participants (A) who were participants in the SpinCo Health and Welfare Plans prior to the Distribution Date that have not been filed as of the Distribution Date by the SpinCo Health and Welfare Plans or (B) that are incurred on or after the enrollment of such RemainCo Participants in the RemainCo Health and Welfare Plans, and (ii) SpinCo shall cause the SpinCo Health and Welfare Plans to, through such self-insured plan or program, continue to pay and discharge all eligible claims of SpinCo Participants incurred before or after the Distribution Date. For the avoidance of doubt, neither SpinCo Health and

Welfare Plans nor RemainCo Health and Welfare Plans shall be responsible for any claims that arise following a RemainCo Participant's termination of participation in a SpinCo Health and Welfare Plan if the RemainCo Participant does not validly enroll in an applicable RemainCo Health and Welfare Plan. RemainCo shall reimburse SpinCo for any Liabilities actually incurred on or after the Distribution Date by any SpinCo Entity or the SpinCo Health and Welfare Plans for the benefit of (x) RemainCo Employees or (y) Former RemainCo Employees who terminated employment or service prior to the Distribution Date.

(c) Short-Term and Long-Term Disability Benefits.

(i) Long-Term Disability Benefits. Any RemainCo Employee, Former RemainCo Employee, SpinCo Employee, Former SpinCo Employee or Former Shared Employee who becomes entitled to receive long-term disability under any SpinCo Health and Welfare Plan prior to the Distribution Date shall continue to receive long-term disability benefits under such SpinCo Health and Welfare Plan following the Distribution Date, provided, however, that RemainCo shall indemnify SpinCo in accordance with Article X with respect to (A) any Liability actually incurred by any SpinCo Entity in connection with the provision of long-term disability benefits in accordance with the foregoing to (x) any RemainCo Employee and (y) any Former RemainCo Employee who terminated employment or service prior to the Distribution Date; and (B) RemainCo's Allocable Portion of any Liability actually incurred by any SpinCo Entity in connection with the provision of long-term disability benefits to any Former Shared Employee.

(ii) Short-Term Disability Benefits. Any Former RemainCo Employee or RemainCo Employee who becomes entitled to receive short-term disability benefits under any SpinCo Benefit Plan prior to the Distribution Date shall, as applicable, be transferred to, and receive any short-term disability benefits to which such Former RemainCo Employee or RemainCo Employee is entitled under, the RemainCo Health and Welfare Plans as of the Distribution Date in accordance with the terms of such plans. Any Former SpinCo Employee or SpinCo Employee who becomes entitled to receive short-term disability benefits under any SpinCo Benefit Plan prior to the Distribution Date shall, as applicable, continue to receive any short-term disability benefits to which such Former SpinCo Employee or SpinCo Employee is entitled under, the SpinCo Welfare Plans as of the Distribution Date in accordance with the terms of such plans.

(d) Incurred Claim Definition. For purposes of this Article VII, a claim or Liability shall generally be deemed to be incurred (i) with respect to medical, dental, vision and/or prescription drug benefits, on the date that the health services giving rise to such claim or Liability are rendered or performed and not when such claim is made; provided, however that with respect to a period of continuous hospitalization, a claim is incurred upon the first date of such hospitalization and not on the date that such services are performed and (ii) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or Liability.

(e) Accrued Paid-Time-Off. Prior to the Distribution Date, to the extent required by applicable Law, RemainCo shall solicit in writing the consent of each RemainCo Employee to rollover to RemainCo or another RemainCo Entity, such RemainCo Employee's Accrued PTO as of the Effective Time (the "***Rollover Consents***"). With respect to each RemainCo Employee who (w) is not required to consent to such a rollover under applicable Law or (x) timely provides such Rollover Consent to RemainCo and consents to such a rollover, RemainCo shall (directly or through another RemainCo Entity) recognize and honor the Accrued PTO credited to each RemainCo Employee by such individual's employer immediately prior to the Effective Time. To the extent permitted and/or required under applicable Law, the Accrued PTO of any RemainCo Employee who (y) elects in his or her Rollover Consent to receive a payment of his or her Accrued PTO or (z) does not timely provide a Rollover Consent to RemainCo, shall be paid to such individual(s) in a cash lump sum upon the transfer of such individual's employment between the RemainCo

Entities and the SpinCo Entities in connection with the Internal Distribution and/or the External Distribution. RemainCo shall reimburse SpinCo for any Accrued PTO paid to RemainCo Employees by any SpinCo Entity upon their transfer of employment from any SpinCo Entity to any RemainCo Entity in connection with the Internal Distribution and/or the External Distribution. Notwithstanding the foregoing, (x) all Accrued PTO shall be used in accordance with the terms and conditions of the post-External Distribution employer's applicable policies and programs, to the extent permissible by Law, and (y) any paid-time-off accruals in respect of post-External Distribution services (if any) shall be made in accordance with the terms and conditions of the post-External Distribution employer's applicable policies and programs (except to the extent otherwise provided in an applicable SpinCo Individual Agreement or RemainCo Individual Agreement).

Section 7.7 Workers' Compensation Liabilities. All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by a RemainCo Employee, Former RemainCo Employee or Former Shared Employee that results from an accident occurring, or from an occupational disease which becomes manifest (collectively, "***Workers' Comp Liabilities***") before, as of or after the Effective Time, shall be retained by and be obligations of RemainCo or its insurers. All Workers' Comp Liabilities relating to, arising out of, or resulting from any claim by a SpinCo Employee or Former SpinCo Employee that arises or manifests prior to the date on which such SpinCo Employee or Former SpinCo Employee was covered by an applicable workers' compensation insurance program maintained by a SpinCo Entity shall be obligations of RemainCo and its insurers, provided, however, that SpinCo shall indemnify RemainCo in accordance with Article X with respect to (A) any Workers' Comp Liability actually incurred by any RemainCo Entity with respect to (i) any SpinCo Employee or (ii) any Former SpinCo Employee who terminated employment or service prior to the Distribution Date; and (B) SpinCo's Allocable Portion of any Workers' Comp Liability actually incurred by any RemainCo Entity with respect to any Former Shared Employee. All Workers' Comp Liabilities relating to, arising out of, or resulting from any claim by a SpinCo Employee or Former SpinCo Employee that arises or manifests on or after the date on which such SpinCo Employee or Former SpinCo Employee was covered under a workers' compensation insurance program maintained by a SpinCo Entity shall be obligations of SpinCo and its insurers. For purposes of this Agreement, a compensable injury giving rise to a Workers' Comp Liability shall be deemed to be sustained upon the occurrence of the event giving rise to eligibility for workers' compensation benefits or at the time that an occupational disease becomes manifest, as the case may be. Each RemainCo Entity and each SpinCo Entity shall cooperate with respect to any notification to appropriate Governmental Authorities of the effective time and the issuance of new, or the transfer of existing, workers' compensation insurance policies and claims handling contracts.

ARTICLE VIII

CASH INCENTIVE COMPENSATION

Section 8.1 New Cash Incentive Plans.

(a) Effective on or following the Distribution Date, SpinCo may, or may cause another SpinCo Entity to, adopt, for the benefit of eligible SpinCo Participants, a cash incentive program for the calendar year in which the Distribution Date occurs (the "***New SpinCo Cash Incentive Plan***"). Any New SpinCo Cash Incentive Plan shall constitute a SpinCo Benefit Plan for purposes of this Agreement. In addition, effective on or following the Distribution Date, RemainCo may, or may cause another RemainCo Entity to, adopt, for the benefit of eligible RemainCo Participants, a cash incentive program for the calendar year in which the Distribution Date occurs (the "***New RemainCo Cash Incentive Plan***"). Any New RemainCo Cash Incentive Plan shall constitute a RemainCo Benefit Plan for purposes of this Agreement.

(b) SpinCo Cash Incentive Liabilities. Following the Effective Time, SpinCo shall assume or retain, as applicable, responsibility for any and all payments, obligations and other Liabilities relating to (a) any amounts that any Former SpinCo Employee or SpinCo Employee has either earned (if not payable by its terms prior to the Distribution Date) or become eligible to earn, in either case, as of the Effective Time under any RemainCo Benefit Plan(s) providing cash incentive compensation, commissions or similar cash payments, cash incentive, annual performance bonus, commission and similar cash plan or program maintained by RemainCo in which one or more SpinCo Employees is eligible to participate as of immediately prior to the Effective Time (excluding, for the avoidance of doubt, any such plans maintained by a SpinCo Entity that are not RemainCo Benefit Plans) (collectively, the "***RemainCo Cash Incentive Plans***"), and (b) any amounts that any Former SpinCo Employee or SpinCo Employee has earned or is eligible to earn under any New SpinCo Cash Incentive Plan, and shall fully perform, pay and discharge the foregoing if and when such payments, obligations and/or other Liabilities become due. Following the Effective Time, the SpinCo Entities shall be solely responsible for, and no RemainCo Entities shall have any obligation or Liability with respect to, any and all payments, obligations and other Liabilities under any New SpinCo Cash Incentive Plan, the SpinCo Cash Incentive Plan(s) and any other cash incentive, annual performance bonus, commission and similar cash plan or program maintained by SpinCo, and shall fully perform, pay and discharge the forgoing if and when such payments, obligations and/or other Liabilities become due.

(c) RemainCo Cash Incentive Liabilities. Following the Effective Time, RemainCo shall assume or retain, as applicable, responsibility for any and all payments, obligations and other Liabilities relating to (a) any amounts that any Former RemainCo Employee or RemainCo Employee has either earned (if not payable by its terms prior to the Distribution Date) or become eligible to earn, in either case, as of the Effective Time under any SpinCo Benefit Plan(s) providing cash incentive compensation, commissions or similar cash payments, cash incentive, annual performance bonus, commission and similar cash plan or program maintained by SpinCo in which one or more RemainCo Employees is eligible to participate as of immediately prior to the Effective Time (excluding, for the avoidance of doubt, any such plans maintained by a RemainCo Entity that are not SpinCo Benefit Plans) (collectively, the "***SpinCo Cash Incentive Plans***"), and (b) any amounts that any Former RemainCo Employee or RemainCo Employee has earned or is eligible to earn under any New RemainCo Cash Incentive Plan or any RemainCo Cash Incentive Plan(s), and shall fully perform, pay and discharge the foregoing if and when such payments, obligations and/or other Liabilities become due. Following the Effective Time, the RemainCo Entities shall be solely responsible for, and no SpinCo Entities shall have any obligation or Liability with respect to, any and all payments, obligations and other Liabilities under any New RemainCo Cash Incentive Plan, the RemainCo Cash Incentive Plan(s) and any other cash incentive, annual performance bonus, commission and similar cash plan or program maintained by RemainCo, and shall fully perform, pay and discharge the foregoing if and when such payments, obligations and/or other Liabilities become due.

ARTICLE IX

PAYROLL REPORTING AND WITHHOLDING

Section 9.1 Form W-2 Reporting.

(a) Payroll. With respect to RemainCo Employees, the Parties shall adopt the "standard procedure" for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53.

(b) Form 941. Each Party shall be responsible for filing IRS Forms 941 for its respective employees.

Section 9.2 Garnishments, Tax Levies, Child Support Orders, and Wage Assignments. With respect to garnishments, tax levies, child support orders, and wage assignments in effect with SpinCo (or any other SpinCo Entity) as of the Distribution Date for any RemainCo Employees or Former RemainCo Employees, RemainCo (and any other employing RemainCo Entity), as appropriate, shall honor such payroll deduction authorizations and shall continue to make payroll deductions and payments to the authorized payee, as specified by the court or governmental order which was on file with SpinCo as of immediately prior to the Distribution Date. SpinCo shall, as soon as practicable after the Distribution Date, provide RemainCo (and any other employing RemainCo Entity), as appropriate, with such information in SpinCo's possession (and not already in the possession of a RemainCo Entity) or employee consents as may be reasonably requested by the RemainCo Entities and necessary for the RemainCo Entities to make the payroll deductions and payments to the authorized payee as required by this Section 9.2.

Section 9.3 Authorizations for Payroll Deductions. Unless otherwise prohibited by a Benefit Plan or by this Agreement or an Ancillary Agreement, RemainCo and the other RemainCo Entities, as appropriate, shall honor payroll deduction authorizations attributable to any RemainCo Employee that are in effect with any SpinCo Entity as of immediately prior to the Effective Time relating to such RemainCo Employee, and shall not require that such RemainCo Employee submit a new authorization to the extent that the type of deduction by RemainCo or any other RemainCo Entity, as appropriate, does not differ from that made by the SpinCo Entity prior to the Distribution Date. Such deduction types include: pre-tax contributions to any Benefit Plan, including any voluntary benefit plan; scheduled loan repayments to any Benefit Plan; and direct deposit of payroll, employee relocation loans, and other types of authorized company receivables usually collectible through payroll deductions. Each Party shall, as soon as practicable after the Distribution Date, provide the other Party with such information in its possession as may be reasonably requested by the other Party and as necessary for that Party to honor the payroll deduction authorizations contemplated by this Section 9.3.

ARTICLE X
INDEMNIFICATION

Section 10.1 General Indemnification. Any claim for indemnification under this Agreement shall be governed by, and be subject to, the provisions of Article VII of the Separation Agreement, which provisions are hereby incorporated by reference into this Agreement.

ARTICLE XI
GENERAL AND ADMINISTRATIVE

Section 11.1 Business Associate Agreements. The Parties hereby agree to enter into any business associate agreements that may be required for the sharing of any information pursuant to this Agreement to comply with the requirements of HIPAA.

Section 11.2 Non-Solicitation. The Parties acknowledge and agree that they are subject to and bound by certain nonsolicitation restrictions set forth in Section 9.4 of the Separation Agreement, and that the Parties shall comply with their respective obligations thereunder.

Section 11.3 Employee Records.

(a) Records Relating to RemainCo Employees and Former RemainCo Employees. To the extent permitted by applicable Law, all records and data in any form relating to RemainCo Employees and Former RemainCo Employees shall be the property of the RemainCo Entities; provided, however, that records and data pertaining to such an employee and relating to any period that such employee was (i) employed by any SpinCo Entity and/or (ii) covered under any Benefit Plan sponsored by any SpinCo Entity

(to the extent that such records or data relate to such coverage) prior to the Distribution Date shall be shared with the appropriate SpinCo Entities by the RemainCo Entities to the extent such records are reasonably necessary for payroll or Benefit Plan purposes.

(b) Records Relating to SpinCo Employees, Former SpinCo Employees and Former Shared Employees. To the extent permitted by applicable Law, all records and data in any form relating to SpinCo Employees, Former SpinCo Employees and Former Shared Employees shall be the property of the SpinCo Entities; provided, however, that records and data pertaining to such an employee and relating to any period that such employee was (i) employed by any RemainCo Entity and/or (ii) covered under any Benefit Plan sponsored by any RemainCo Entity (to the extent that such records or data relate to such coverage) prior to the Distribution Date shall be shared with the appropriate RemainCo Entities by the SpinCo Entities to the extent such records are reasonably necessary for payroll or Benefit Plan purposes.

Section 11.4 Sharing Of Information. To the extent permitted by applicable Law, each Party (acting directly or through its Affiliates) shall use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party and its agents and vendors such information as the other Party may reasonably request to enable the requesting Party to administer efficiently and accurately each of its Benefit Plans and to determine the scope of, as well as fulfill, its obligations under this Agreement; provided, however, that, in the event that the party to whom the request has been made determines that any such provision of information could be commercially detrimental, violate any Law or agreement or waive any attorney-client privilege, then the Parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence. The Party providing information pursuant to this Section 11.4 shall only be obligated to provide such information in the form, condition and format in which it then exists and in no event shall such party be required to perform any improvement, modification, conversion, updating or reformatting of any such information. Such information shall, to the extent reasonably practicable, be provided in the format and at the times and places requested, but in no event shall the Party providing such information be obligated to make such information available outside of its normal business hours and premises. Any information owned by either Party (or its Subsidiaries) that is provided to a requesting Party pursuant to this Section 11.4 shall remain the property of the providing Party (or its Subsidiaries), and unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information. The Party requesting such information agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such information or otherwise complying with the request with respect to such information. Any information shared or exchanged pursuant to this Agreement shall be subject to the confidentiality requirements set forth in the Separation Agreement. With respect to retaining, destroying, transferring, sharing, copying and permitting access to all such information, RemainCo and SpinCo shall (and shall cause their respective Subsidiaries to) comply with all applicable Laws, contracts and internal policies, and shall indemnify each other and hold each other harmless from and against any and all Liabilities and claims that arise from a failure by the indemnifying Party or its Subsidiaries (or their respective agents) to so comply with any applicable Law, contract and/or internal policy applicable to such information.

Section 11.5 Reasonable Efforts/Cooperation. Each Party shall use its commercially reasonable efforts to promptly take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate the transactions contemplated by this Agreement, including adopting Benefit Plans and/or Benefit Plan amendments. The Parties agree to consult and cooperate to the extent reasonably necessary with respect to any Actions, and, upon reasonable written request of the other Party, shall use reasonable efforts to make available to such other Party the former, current and future directors, officers, employees, other personnel and agents of it and its Subsidiaries (whether as witnesses or otherwise). The requesting party shall bear all costs and expenses in connection with the foregoing. Without limiting the generality of the foregoing, each of the Parties shall reasonably

cooperate in all respects with regard to all matters relating to the transactions contemplated by this Agreement for which the other Party seeks a determination letter or private letter ruling from the IRS, an advisory opinion from the U.S. Department of Labor or any other filing, consent or approval with respect to or by a Governmental Authority. Notwithstanding the foregoing, this Section 11.5 shall not require either Party to take any step that would significantly interfere, or that such Party reasonably determines could significantly interfere, with its business.

Section 11.6 Employer Rights. Except as expressly provided for in Article VII, nothing in this Agreement shall (a) prohibit any RemainCo Entity from amending, modifying or terminating any RemainCo Benefit Plan or RemainCo Individual Agreement at any time, subject to the terms and conditions thereof, or (b) prohibit any SpinCo Entity from amending, modifying or terminating any SpinCo Benefit Plan or any SpinCo Individual Agreement at any time, subject to the terms and conditions thereof. In addition, nothing in this Agreement shall be interpreted as an amendment or other modification of any Benefit Plan.

Section 11.7 Effect on Employment. Without limiting any other provision of this Agreement, none of the External Distribution or any actions taken in furtherance of the External Distribution, whether under the Separation Agreement, this Agreement, any other Ancillary Agreement or otherwise, in any case, shall in and of itself cause any employee to be deemed to have incurred a termination of employment or service or, except as expressly provided in this Agreement, to entitle such individual to any payments or benefits under any Benefit Plan or otherwise. Furthermore, nothing in this Agreement is intended to or shall confer upon any SpinCo Employee, Former SpinCo Employee, Former Shared Employee, RemainCo Employee or Former RemainCo Employee any right to continued employment or service, or any recall or similar rights to an individual on layoff or any type of approved leave.

Section 11.8 Consent Of Third Parties. If any provision of this Agreement is dependent on the consent of any third party and such consent is withheld, the Parties hereto shall use their reasonable best efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, the Parties hereto shall negotiate in good faith to implement the provision in a mutually satisfactory alternative manner.

Section 11.9 Access To Employees. Following the Distribution Date, SpinCo and RemainCo shall, or shall cause the SpinCo Entities and the RemainCo Entities, as applicable, to make available to each other those SpinCo Employees or RemainCo Employees, as applicable, who may reasonably be needed by the other Party in order to defend or prosecute any legal or administrative action (other than a legal action between any SpinCo Entities on the one hand and any RemainCo Entities on the other) to which any employee, officer, director or Benefit Plan of the SpinCo Entities or RemainCo Entities is a party and which relates to their respective Benefit Plans prior to the Distribution Date. The Party to whom an employee is made available in accordance with this Section 11.9 shall pay or

reimburse the other Party for all reasonable expenses reimbursed by such other Party to such employee in connection therewith, including all reasonable travel, lodging, and meal expenses, but excluding any amount for such employee's time spent in connection herewith.

Section 11.10 Beneficiary Designation/Release Of Information/Right To Reimbursement. Without limiting any other provision hereof, to the extent permitted by applicable Law and except as otherwise provided for in this Agreement, all beneficiary designations, authorizations for the release of information and rights to reimbursement made by or relating to (a) RemainCo Participants under SpinCo Benefit Plans or (b) SpinCo Participants under RemainCo Benefit Plans, and, in either case, in effect immediately prior to the Effective Time shall be transferred to and be in full force and effect under the corresponding RemainCo Benefit Plans or SpinCo Benefit Plans, as applicable, until such beneficiary designations, authorizations or

rights are replaced or revoked by, or no longer apply to, the relevant RemainCo Participant or SpinCo Participant, as applicable.

Section 11.11 Audit Rights. Each of SpinCo and RemainCo, and their duly authorized representatives, shall have the right to conduct reasonable audits with respect to all information required to be provided to it by the other Party under this Agreement. The Party conducting the audit (the "***Auditing Party***") may adopt reasonable procedures and guidelines for conducting audits and the selection of audit representatives under this Section 11.11. The Auditing Party shall have the right to make copies of any records at its expense, subject to any restrictions imposed by applicable Laws and to any confidentiality provisions set forth in the Separation Agreement, which are incorporated by reference herein. The Party being audited shall provide the Auditing Party's representatives with reasonable access during normal business hours to its operations, computer systems and paper and electronic files, and provide workspace to its representatives. After any audit is completed, the Party being audited shall have the right to review a draft of the audit findings and to comment on those findings in writing within thirty (30) days after receiving such draft.

Section 11.12 Compliance. As of the Distribution Date, RemainCo (acting directly or through any RemainCo Entity) shall be solely responsible for compliance under ERISA and all other applicable Law with respect to each RemainCo Benefit Plan, and SpinCo (acting directly or through any SpinCo Entity) shall be solely responsible for compliance under ERISA and all other applicable Law with respect to each SpinCo Benefit Plan.

Section 11.13 Allocation of Liabilities.

(a) With respect to the determination of whether a Liability shall be treated for purposes of this Agreement as a Liability of SpinCo or of RemainCo, the express designation of such Liability in this Agreement shall prevail. If no such express designation exists, authorized representatives of SpinCo and RemainCo will determine in good faith by mutual agreement whether the Liability relates primarily to either the SpinCo Business, in which case it will be deemed a Liability of SpinCo or the RemainCo Business, in which case it will be deemed a Liability of RemainCo. If such representatives are unable to agree on the business to which such Liability relates, the treatment of such Liability on the SpinCo Balance Sheet shall prevail. If, however, such Liability is not addressed on the SpinCo Balance Sheet, then such Liability shall be allocated between the Parties in accordance with the Parties' Allocable Portion of Shared Liabilities.

(b) If either Party or any of its Subsidiaries shall receive notice or otherwise learn of the assertion of a Shared Liability, such Party shall give the other Party written notice thereof promptly (and in any event within fifteen (15) days) after such Person becomes aware of such Shared Liability. Thereafter, the Party shall deliver to the other Party, promptly (and in any event within ten (10) days) after the Party's receipt thereof, copies of all notices and documents (including court papers) received by the Party or its Subsidiaries relating to the matter. If a dispute shall arise between the Parties as to the proper characterization of any Liability and such Liability cannot be characterized pursuant to the methodology set forth in Section 11.13(a), then either Party may refer that dispute to the Dispute Committee in accordance with Section 6.2 of the Separation Agreement, which is hereby incorporated by reference into this Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Non-Occurrence of Distribution. Notwithstanding anything in this Agreement to the contrary, if the Separation Agreement is terminated prior to the Effective Time, all actions and events that are, under this Agreement, to be taken or occur effective prior to, as of or following the Distribution Date, or

otherwise in connection with the External Distribution, shall not be taken or occur, except to the extent otherwise determined by RemainCo.

Section 12.2 Section 409A. Notwithstanding anything in this Agreement to the contrary, with respect to any compensation or benefits that may be subject to Section 409A of the Code and related Department of Treasury guidance thereunder, the Parties agree to negotiate in good faith regarding any treatment different from that otherwise provided herein to the extent necessary or appropriate to (a) exempt such compensation and benefits from Section 409A of the Code, (b) comply with the requirements of Section 409A of the Code, and/or (c) otherwise avoid the imposition of tax under Section 409A of the Code; provided, however, that this Section 12.2 does not create an obligation on the part of either Party to adopt any amendment, policy or procedure, to take any other action or to indemnify any Person for any failure to do any of the foregoing.

Section 12.3 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party.

(b) This Agreement, the Separation Agreement, the Ancillary Agreements, and the exhibits, annexes and schedules hereto and thereto, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

(c) RemainCo represents on behalf of itself and each other RemainCo Entity, and SpinCo represents on behalf of itself and each other SpinCo Entity, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(d) Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of the other Party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

Section 12.4 Survival of Covenants. Except as otherwise expressly contemplated by this Agreement, the covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein, shall survive the Internal Distribution and the External Distribution and shall remain in full force and effect.

Section 12.5 Notices. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or

made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12.5):

If to RemainCo, to:

Archrock, Inc.
16666 Northchase Dr.
Houston, Texas 77060
Attention: General Counsel
Fax: (281) 836-8060

If to SpinCo, to:

Exterran Corporation
4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-8036

Either Party may, by notice to the other Party, change the address and contact person to which any such notices are to be given.

Section 12.6 Waivers of Default. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of such Party. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 12.7 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced; provided, at any time prior to the Effective Time, the terms and conditions of this Agreement may be amended, modified or abandoned by and in the sole and absolute discretion of the RemainCo Board without the approval of any Person, including SpinCo or the stockholders of RemainCo.

Section 12.8 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no Party hereto or thereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Party hereto. Notwithstanding the foregoing, no consent shall be required for the assignment of a Party's rights and obligations under this Agreement in whole in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all of the obligations of the relevant Party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party.

Section 12.9 Termination. This Agreement may be terminated and the terms and conditions hereof may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole and absolute

discretion of the RemainCo Board without the approval of any Person, including SpinCo or the stockholders of RemainCo. In the event that this Agreement is terminated, this Agreement shall become null and void and neither Party, nor either Party's directors, officers or employees, shall have any liability of any kind to any Person by reason of this Agreement. After the External Distribution, this Agreement may not be terminated except by an agreement in writing signed by the Parties hereto.

Section 12.10 Performance. RemainCo shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any RemainCo Entity. SpinCo shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any SpinCo Entity. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 12.10 to all of the other RemainCo Entities or SpinCo Entities (as applicable), and (b) cause all of the other RemainCo Entities or SpinCo Entities (as applicable) not to take, or omit to take, any action which action or omission would violate or cause such party to violate this Agreement or materially impair such Party's ability to consummate the transactions contemplated hereby.

Section 12.11 Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, (a) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement. Without limiting the generality of the foregoing, in no event shall any RemainCo Employee, Former RemainCo Employee, RemainCo Participant, Former Shared Employee, SpinCo Employee, Former SpinCo Employee or SpinCo Participant (or any dependent, beneficiary or alternate payee of any of the foregoing) have any third-party rights under this Agreement. Nothing in this Agreement shall adopt, amend, or terminate or shall be construed to adopt, amend, terminate, or interpret the terms of, any Benefit Plan (including any RemainCo Benefit Plan or any SpinCo Benefit Plan), or any other program or arrangement described in or contemplated by this Agreement.

Section 12.12 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 12.13 Governing Law. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, irrespective of the choice of Laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies.

Section 12.14 Dispute Resolution. The provisions of Article VI of the Separation Agreement shall apply, *mutatis mutandis*, to all disputes, controversies or claims (whether arising in contract, tort or otherwise) that may arise out of or relate to, or arise under or in connection with this Agreement or the transactions contemplated hereby.

Section 12.15 Waiver of Jury Trial. THE PARTIES EXPRESSLY WAIVE AND FORGO ANY RIGHT TO A TRIAL BY JURY.

Section 12.16 Specific Performance. Subject to the provisions of Article VI of the Separation Agreement, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) in respect of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

Section 12.17 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

Section 12.18 Force Majeure. Neither Party shall be deemed in default of this Agreement for failure to fulfill any obligation, other than a delay or failure to make a payment, so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this Section 12.18 shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 12.19 Interpretation. In this Agreement, (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires; (b) the terms “hereof,” “herein,” “herewith” and words of similar import, and the terms “Agreement”, “Ancillary Agreement” and “Separation Agreement” shall, unless otherwise stated, be construed to refer to this Agreement, the applicable Ancillary Agreement or the Separation Agreement as a whole (including all of the Schedules, Exhibits, Annexes and Appendices hereto and thereto) and not to any particular provision of this Agreement, such Ancillary Agreement or the Separation Agreement; (c) Article, Section, Exhibit, Schedule and Appendix references are to the Articles, Sections, Exhibits, Schedules and Appendices to this Agreement (or the applicable Ancillary Agreement or the Separation Agreement) unless otherwise specified; (d) the word “including” and words of similar import when used in this Agreement means “including, without limitation”; (e) the word “or” shall not be exclusive; (f) unless expressly stated to the contrary in this Agreement, all references to “the date hereof,” “the date of this Agreement,” “hereby” and “hereupon” and words of similar import shall all be references to the date first stated in the preamble to this Agreement, regardless of any amendment or restatement hereof; (g) unless otherwise provided, all references to “$” or “dollars” are to United States dollars; and (h) references to the performance, discharge or fulfillment of any Liability in accordance with its terms shall have meaning only to the extent such Liability has terms, and if the Liability does not have terms, the reference shall mean performance, discharge or fulfillment of such Liability.

Section 12.20 Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The

Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party’s employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party’s employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

Section 12.21 Limitations of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER SPINCO NOR ITS AFFILIATES, ON THE ONE HAND, NOR REMAINCO NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO A THIRD-PARTY CLAIM). IN ADDITION, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NO INDIVIDUAL WHO IS A SHAREHOLDER, DIRECTOR, EMPLOYEE, OFFICER, AGENT OR REPRESENTATIVE OF REMAINCO OR SPINCO, IN SUCH INDIVIDUAL'S CAPACITY AS SUCH, SHALL HAVE ANY LIABILITY IN RESPECT OF OR RELATING TO THE COVENANTS OR OBLIGATIONS OF REMAINCO OR SPINCO, AS APPLICABLE, UNDER THIS AGREEMENT AND, TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, EACH OF REMAINCO, FOR ITSELF AND THE REMAINCO ENTITIES, AND SPINCO FOR ITSELF AND THE SPINCO ENTITIES, AND IN EACH CASE, FOR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, EMPLOYEES AND OFFICERS, WAIVES AND AGREES NOT TO SEEK TO ASSERT OR ENFORCE ANY SUCH LIABILITY THAT ANY SUCH PERSON OTHERWISE MIGHT HAVE PURSUANT TO APPLICABLE LAW.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

EXTERRAN HOLDINGS, INC.

By: _____
Name:
Title:

EXTERRAN CORPORATION

By: _____
Name:
Title:

FORM OF TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "**Agreement**"), is made and entered into as of [·], 2015, by and between EXTERRAN HOLDINGS, INC. (to be renamed Archrock, Inc.), a Delaware corporation ("**RemainCo**"), and EXTERRAN CORPORATION, a Delaware corporation ("**SpinCo**"). All capitalized terms not otherwise defined shall have the meanings set forth in Article I.

RECITALS

WHEREAS, RemainCo and certain of its subsidiaries have joined in filing consolidated U.S. federal Income Tax Returns and certain consolidated, combined or unitary state or local Income Tax Returns;

WHEREAS, RemainCo, SpinCo and certain of their subsidiaries have entered into that certain Separation and Distribution Agreement, dated as of the date hereof, by and between RemainCo, SpinCo, Exterran General Holdings LLC, a Delaware limited liability company ("**General Holdings**"), Exterran Finance Corp., a Delaware corporation ("**Controlled**"), Exterran Energy Solutions, L.P., a Delaware limited partnership ("**EESLP**"), EESLP LP LLC, a Delaware limited liability company, Exterran Controlled GP, LLC, a Delaware limited liability company, Exterran Controlled LP, LLC, a Delaware limited liability company, and Exterran US Services OpCo, L.P., a Delaware limited partnership (the "**Separation Agreement**"), pursuant to which, among other things, (i) EESLP will contribute or will have contributed to Controlled, certain assets and liabilities associated with the RemainCo Business and will distribute all of the outstanding common stock of Controlled to RemainCo in a transaction intended to qualify for tax-free treatment under Sections 368(a)(1)(D) and 355 of the Code; and (ii) RemainCo will contribute or will have contributed to SpinCo its interests in EESLP and General Holdings, and certain assets and liabilities associated with the SpinCo Business, and will distribute all of the outstanding common stock of SpinCo to RemainCo's stockholders in a transaction intended to qualify for tax-free treatment under Sections 368(a)(1)(D) and 355 of the Code (the transactions referenced in clauses (i) and (ii) above being collectively referred to as the "**Spin-off Transactions**");

WHEREAS, pursuant to the Spin-off Transactions, SpinCo and its subsidiaries will leave the Pre-Spin Group; and

WHEREAS, the parties hereto, on behalf of themselves and their Affiliates, wish to provide for (i) the allocation of, and indemnification against, certain liabilities for Taxes, (ii) the preparation and filing of Tax Returns and the payment of Taxes with respect thereto and (iii) certain related matters.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth below, the parties agree as follows:

ARTICLE I.
DEFINITIONS

When used herein the following terms shall have the following meanings:

"**Affiliate**" means, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, "control" (including with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, from and after the Distribution Date and for purposes of this Agreement, no member of the SpinCo Group shall be deemed to be an Affiliate of any member of the RemainCo Group, and no member of the RemainCo Group shall be deemed to be an Affiliate of any member of the SpinCo Group.

"**Affiliated Group**" means, with respect to a Tax Period, (a) an affiliated group of corporations within the meaning of Section 1504(a) of the Code or, for purposes of any state or local Tax matters, any consolidated, combined, unitary or similar group of corporations within the meaning of any similar provisions of Tax law for the jurisdiction in question, and (b) for purposes of any U.S. federal, state or local Income Tax matters, any entity owned by a corporation described in clause (a) that is disregarded as separate from its owner for such purposes.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Audit**" means any audit, assessment of Taxes, other examination by any Taxing Authority, proceeding or appeal of such a proceeding relating to Taxes, whether judicial or administrative.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"**Controlled**" has the meaning set forth in the recitals to this Agreement.

"**Current Allocation Methodology**" means the allocation methodology that is set forth in Exhibit A.

"**Distribution Date**" has the meaning set forth in the Separation Agreement.

"**EESLP**" has the meaning set forth in the recitals to this Agreement.

"**External Distribution**" has the meaning set forth in the Separation Agreement.

"**External Spin**" means the distribution to the holders of shares of RemainCo common stock of all of the outstanding shares of SpinCo common stock.

"**Final Determination**" means (i) a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (ii) a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or comparable agreements under the laws of other jurisdictions; (iii) any other final settlement with the IRS or other Taxing Authority (including the execution of IRS Form 870-AD, or a comparable form under the laws of other jurisdictions, but excluding any such form that reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Taxing Authority to assert a further deficiency); (iv) the expiration of an applicable statute of limitations; or (v) the allowance of a refund or credit, but only after the expiration of all periods during which such refund or credit may be recovered (including by way of offset).

"**GAAP**" means generally accepted accounting principles in the United States, consistently applied.

"**General Holdings**" has the meaning set forth in the recitals to this Agreement.

"**Income Tax**" means any and all Taxes based upon or measured by net income (regardless of whether denominated as an "income tax," a "franchise tax" or otherwise).

"**Income Tax Return**" means a Tax Return relating to an Income Tax.

"**IRS**" means the Internal Revenue Service or any successor thereto.

"**Latham Opinion**" means the opinion of Latham & Watkins LLP with respect to certain matters relating to qualification of the Spin-off Transactions under Sections 368(a)(1)(D) and 355 of the Code.

"**Opinion Representation Letters**" means the representation letters executed by officers of RemainCo, SpinCo and Controlled and delivered in connection with the Latham Opinion.

"**Post-Distribution Tax Period**" means a Tax Period that begins after the Distribution Date.

"**Pre-Distribution Tax Period**" means a Tax Period that ends on or before the Distribution Date.

"**Pre-Spin Group**" means RemainCo and its Affiliates before the Spin-off Transactions.

"**Pre-Spin Member**" means any entity that was a member of the Pre-Spin Group.

"**Prime Rate**" has the meaning set forth in the Separation Agreement.

"**RemainCo**" has the meaning set forth in the preamble to this Agreement.

"**RemainCo Affiliated Group**" means, for any applicable Tax Period, RemainCo and each entity that is a member of an Affiliated Group for such Tax Period (or portion thereof) with respect to which RemainCo would be the common parent. For the avoidance of doubt, the

RemainCo Affiliated Group shall include, for the portion of the Straddle Period that ends on the Distribution Date, SpinCo and other entities that will be members of the SpinCo Affiliated Group beginning on the day immediately after the Distribution Date.

"**RemainCo Business**" has the meaning set forth in the Separation Agreement.

"**RemainCo Group**" means RemainCo and its Affiliates, excluding any entity that would be a member of the SpinCo Group.

"**RemainCo Member**" means any entity that would be a member of the RemainCo Group.

"**RemainCo Prepared Pre-Spin/Straddle Mixed Return**" has the meaning set forth in Section 2.2(a).

"**RemainCo Ratable Portion**" means 50%.

"**Representative**" means, with respect to any person or entity, any of such person's or entity's directors, officers, employees, agents, consultants, accountants, attorneys and other advisors.

"**Responsible Party**" means the party responsible for the preparation and filing of a Tax Return pursuant to Section 2.1.

"**Section 355(e) Tax**" means any Income Taxes imposed on the Pre-Spin Group resulting from a Final Determination that Section 355(e) of the Code is applicable to the Spin-off Transactions because the Spin-off Transactions were part of a plan or series of related transactions pursuant to which one or more persons acquired directly or indirectly stock of RemainCo or SpinCo representing a "50-percent or greater interest" within the meaning of Section 355(e) of the Code. For the avoidance of doubt, Section 355(e) Tax includes any Income Taxes imposed as a result of Section 355(f) of the Code.

"**Separate Affiliated Group**" means, with respect to any corporation, such corporation's separate affiliated group as defined by Section 355(b)(3) of the Code and the Treasury Regulations promulgated thereunder.

"**Separation Agreement**" has the meaning set forth in the recitals to this Agreement.

"**SpinCo**" has the meaning set forth in the preamble to this Agreement.

"**SpinCo Active Trade or Business**" means the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) by SpinCo and its Separate Affiliated Group of the SpinCo Business as conducted immediately prior to the External Spin.

"**SpinCo Affiliated Group**" means SpinCo and each entity that would be a member of an Affiliated Group with respect to which SpinCo would be the common parent for any Post-Distribution Tax Period. For purposes of this Agreement, the SpinCo Affiliated Group shall

exist from and after the beginning of the day immediately after the Distribution Date.

"**SpinCo Business**" has the meaning set forth in the Separation Agreement.

"**SpinCo Group**" means SpinCo and its Affiliates after the Spin-off Transactions.

"**SpinCo Member**" means any entity that would be a member of the SpinCo Group.

"**SpinCo Prepared Pre-Spin/Straddle Nonmixed Return**" has the meaning set forth in Section 2.2(b).

"**SpinCo Ratable Portion**" means 50%.

"**Spin-off Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Straddle Period**" means a Tax Period that begins on or before and ends after the Distribution Date.

"**Tax**" means any U.S. federal, state, foreign or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

"**Tax Asset**" means any Tax Item that has accrued for Tax purposes, but has not been used during a Tax Period, and that could reduce a Tax in another Tax Period, including, but not limited to, a net operating loss, net capital loss, investment tax credit, foreign tax credit, credit for increasing research activities, charitable deduction, credit related to alternative minimum tax and any other Tax credit.

"**Taxing Authority**" means the IRS or any other governmental authority responsible for the administration of any Tax.

"**Tax Item**" means any item of income, gain, loss, deduction, credit, recapture of credit or any other attribute or item (including the adjusted basis of property) that may have the effect of increasing or decreasing any Tax.

"**Tax Period**" means any period prescribed by law or any Taxing Authority for which a Tax Return is required to be filed or a Tax is required to be paid.

"**Tax Practices**" means the policies, procedures and practices customarily and consistently employed by the Pre-Spin Group in the preparation and filing of, and positions taken on, any Tax Returns of the RemainCo Affiliated Group or any Pre-Spin Member (or group thereof) for any Pre-Distribution Tax Period.

"**Tax Refund**" means any refund of Taxes, whether by payment, credit, offset, reduction

in Tax or otherwise, plus any interest or other amounts received or payable with respect to such refund.

"**Tax Return**" means any return (including any information return), report, statement, declaration, notice, form, election, estimated Tax filing, claim for refund or other filing (including any amendments thereof and attachments thereto) required to be filed with or submitted to any Taxing Authority with respect any Tax.

"**Tax Treatment**" has the meaning set forth in Section 3.3(a).

"**Treasury Regulations**" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II.
FILING OF TAX RETURNS AND PAYMENT OF TAXES

Section 2.1 Preparation and Filing of Tax Returns.

(a) Subject to Section 2.2, RemainCo shall prepare (or caused to be prepared) and timely file (taking into account applicable extensions):

(i) all Tax Returns of the RemainCo Affiliated Group or any Pre-Spin Member (or group thereof) for any Pre-Distribution Tax Period other than Tax Returns described in Section 2.1(b)(i);

(ii) all Tax Returns of the RemainCo Affiliated Group or any Pre-Spin Member (or group thereof) for any Straddle Period other than Tax Returns described in Section 2.1(b)(ii); and

(iii) all Tax Returns of the RemainCo Affiliated Group or any RemainCo Member (or group thereof) for all Post-Distribution Tax Periods.

(b) Subject to Section 2.2, SpinCo shall prepare (or caused to be prepared) and timely file (taking into account applicable extensions):

(i) all Tax Returns for any Pre-Distribution Tax Period that are filed after the Distribution Date that relate solely to the SpinCo Group or any SpinCo Member (or group thereof);

(ii) all Tax Returns for any Straddle Period that relate solely to the SpinCo Group or any SpinCo Member (or group thereof); and

(iii) all Tax Returns of the SpinCo Affiliated Group or any SpinCo Member (or group thereof) for all Post-Distribution Tax Periods.

Section 2.2 Advance Review of Tax Returns.

(a) At least twenty (20) business days (or such other reasonable time as mutually agreed to by both parties) prior to the filing of any Tax Return pursuant to Section 2.1(a)(i) or Section 2.1(a)(ii) (any such Tax Return, a "**RemainCo Prepared Pre-Spin/Straddle Mixed Return**") which reflects any Taxes for which SpinCo might be liable pursuant to the Current Allocation Methodology, RemainCo shall provide SpinCo with a copy for its review of the portion of such Tax Return that relates to SpinCo's liability.

(b) At least twenty (20) business days, or such other reasonable time as mutually agreed to by both parties, prior to the filing of any Tax Return pursuant to Section 2.1(b)(i) or Section 2.1(b)(ii) (any such Tax Return, a "**SpinCo Prepared Pre-Spin/Straddle Nonmixed Return**") which reflects any Taxes for which RemainCo might be liable pursuant to the Current Allocation Methodology, SpinCo shall provide RemainCo with a copy for its review of the portion of such Tax Return that relates to RemainCo's liability.

(c) SpinCo and its Representatives shall have the right to review all related work papers prior to RemainCo's filing of a RemainCo Prepared Pre-Spin/Straddle Mixed Return for which SpinCo has review rights pursuant to Section 2.2(a). RemainCo shall in good faith consult with SpinCo and its Representatives regarding SpinCo's comments with respect to such Tax Returns or related work papers and shall in good faith consult with such party in an effort to resolve any differences with respect to (i) the preparation and accuracy of such Tax Returns and their consistency with past Tax Practices and (ii) the recommendations of SpinCo and its Representatives for alternative positions with respect to items reflected on such Tax Returns; provided, however, that RemainCo shall not be obligated to consider any recommendation the result of which would materially adversely affect the Taxes of the RemainCo Affiliated Group (or any RemainCo Member) for any Straddle Period or Post-Distribution Tax Period, and RemainCo may condition the acceptance of any such recommendation upon the receipt of appropriate indemnification from SpinCo for any increases in Taxes that may result from the adoption of the relevant alternative position.

(d) RemainCo and its Representatives shall have the right to review all related work papers prior to SpinCo's filing of a SpinCo Prepared Pre-Spin/Straddle Nonmixed Return. SpinCo shall consult with RemainCo and its Representatives regarding RemainCo's comments with respect to such Tax Returns or related work papers and shall in good faith consult with such party in an effort to resolve any differences with respect to (i) the preparation and accuracy of such Tax Returns and their consistency with past Tax Practices and (ii) the recommendations of RemainCo and its Representatives for alternative positions with respect to items reflected on such Tax Returns; provided, however, that SpinCo shall not be obligated to consider any recommendation the result of which would materially adversely affect the Taxes of the SpinCo Affiliated Group (or any SpinCo Member) for any Straddle Period or Post-Distribution Tax Period, and SpinCo may condition the acceptance of any such recommendation upon the receipt of appropriate indemnification from RemainCo for any increases in Taxes that may result from the adoption of the relevant alternative position.

Section 2.3 Consistent Positions on Tax Returns. The Responsible Party shall prepare all Tax Returns (a) for all Pre-Distribution Tax Periods and Straddle Periods in a manner consistent with past Tax Practices and (b) in a manner consistent with the Latham Opinion,

except in either case as otherwise required by changes in applicable law or material underlying facts or as consented by the parties hereto in writing, which consent shall not be unreasonably withheld.

Section 2.4 Taxable Year. The parties agree that, to the extent permitted by applicable law, (a) the Tax Period with respect to U.S. federal Income Taxes of the SpinCo Members included in the consolidated U.S. federal Income Tax Return of the RemainCo Affiliated Group for the Straddle Period (and all corresponding consolidated, combined, unitary or similar state or local Income Tax Returns of such Affiliated Group) shall end as of the close of the Distribution Date and (b) the SpinCo Affiliated Group and each member thereof shall begin a new taxable year for purposes of such U.S. federal, state or local Income Taxes as of the beginning of the day after the Distribution Date. The parties further agree that, to the extent permitted by applicable law, all U.S. federal, state, local and foreign Tax Returns shall be filed consistently with this position.

Section 2.5 Payment of Taxes.

(a) RemainCo shall be liable for and shall pay all Taxes due and payable (including additional Taxes imposed as a result of a Final Determination) with respect to Tax Returns filed by RemainCo pursuant to Section 2.1(a); provided, however, that RemainCo and SpinCo shall apportion and allocate the liability with respect to any RemainCo Prepared Pre-Spin/Straddle Mixed Returns in accordance with the Current Allocation Methodology.

(b) SpinCo shall be liable for and shall pay all Taxes due and payable (including additional Taxes imposed as a result of a Final Determination) with respect to Tax Returns filed by SpinCo pursuant to Section 2.1(b); provided, however, that RemainCo and SpinCo shall apportion and allocate the liability with respect to any SpinCo Prepared Pre-Spin/Straddle Nonmixed Returns in accordance with the Current Allocation Methodology.

(c) SpinCo or RemainCo, as applicable, shall pay to the other party the amount required to be paid pursuant to Section 2.5(a) and Section 2.5(b) under the Current Allocation Methodology within thirty (30) days after written demand is made by such other party; provided, however, that any such amount shall not be payable earlier than five (5) business days before the date on which the applicable Taxes are required to be paid to the Taxing Authority.

Section 2.6 Amended Returns. Notwithstanding anything to the contrary in this Agreement:

(a) (i) RemainCo may not file any amendment to a RemainCo Prepared Pre-Spin/Straddle Mixed Return for which SpinCo has review rights pursuant to Section 2.2(a), and (ii) SpinCo may not file any amendment to any SpinCo Prepared Pre-Spin/Straddle Nonmixed Return for which RemainCo has review rights pursuant to Section 2.2(b), in each case, without the other party's written consent, which consent shall not be unreasonably withheld.

(b) (i) at SpinCo's request and to the extent RemainCo consents in writing, RemainCo will file an amendment to any RemainCo Prepared Pre-Spin/Straddle Mixed Return,

and (ii) at RemainCo's request and to the extent SpinCo consents in writing, SpinCo will file an amendment to any SpinCo Prepared Pre-Spin/Straddle Nonmixed Return, in each case, which consent shall not be unreasonably withheld.

(c) For purposes of this Section 2.6, a party may withhold consent to amending any Tax Return if the amendment will increase the Tax liability (as shown as due on any amended Tax Return) of the party whose consent is required, and the party requesting consent has not entered into a written agreement to indemnify the consenting party for any such increased Tax liability.

Section 2.7 Refunds of Taxes. RemainCo and SpinCo shall apportion and allocate any Tax Refund realized as a result of an amendment of or a Final Determination with respect to any RemainCo Prepared Pre-Spin/Straddle Mixed Return or SpinCo Prepared Pre-Spin/Straddle Nonmixed Return, as applicable, in the same proportion as the liability for the Taxes with respect to such Tax Return was apportioned and allocated pursuant to the Current Allocation Methodology. Any Tax Refund realized as a result of a Final Determination with respect to any Tax Return filed pursuant to Section 2.1(a)(iii) and Section 2.1(b)(iii) shall be for the benefit of the Responsible Party. If RemainCo or SpinCo, as applicable, receives a Tax Refund with respect to which the other party is entitled to all or an allocable portion pursuant to this Section 2.7, RemainCo or SpinCo, as applicable, shall pay such amount to such other party in immediately available funds within thirty (30) days of receipt thereof. Any payment not made within thirty (30) days of receipt shall thereafter bear interest at a rate per annum equal to the Prime Rate plus 1.5%.

Section 2.8 Tax Elections. Nothing in this Agreement is intended to change or otherwise affect any previous tax election made by or on behalf of the RemainCo Affiliated Group (including the election with respect to the calculation of earnings and profits under Section 1552 of the Code and the Treasury Regulations thereunder). RemainCo shall continue to have discretion, reasonably exercised, to make any and all elections with respect to any Tax Returns which it is obligated to file under Section 2.1(a); provided, however, that if any such election could reasonably be expected to adversely affect any SpinCo Member, such election shall not be made without the prior written consent of SpinCo, which consent shall not be unreasonably withheld. SpinCo shall have discretion, reasonably exercised, to make any and all elections with respect to Tax Returns which it is obligated to file Tax Returns under Section 2.1(b); provided, however, that if any such election could reasonably be expected to adversely affect any RemainCo Member, such election shall not be made without the prior written consent of RemainCo, which consent shall not be unreasonably withheld.

Section 2.9 Allocation of Tax Assets.

(a) RemainCo and SpinCo shall cooperate, each at its own cost and expense, in determining the allocation of any Tax Assets or Tax liabilities among the parties in accordance with the Code and Treasury Regulations (and any applicable state, local and foreign laws). In the absence of controlling legal authority or unless otherwise provided under this Agreement, RemainCo and SpinCo shall cooperate to reasonably determine the allocation of all Tax Assets and Tax liabilities of the Pre-Spin Group. RemainCo and SpinCo hereby agree to compute all

Taxes for Post-Distribution Tax Periods and Straddle Periods consistently with the determinations made pursuant to this Section 2.9 unless otherwise required by a Final Determination.

(b) To the extent that the amount of any Tax Asset is later reduced or increased by a Taxing Authority, or as a result of an Audit or carrybacks of Tax Assets from Post-Distribution Tax Periods of either the RemainCo Affiliated Group or any RemainCo Member, on one hand, or the SpinCo Affiliated Group or any SpinCo Member, on the other hand, such reduction or increase shall be allocated to the party to which such Tax Asset was allocated pursuant to Section 2.9(a). In addition, a party that is notified by a Taxing Authority or in the course of an Audit of an adjustment in any Tax Asset or that carries back any Tax Asset from Post-Distribution Tax Periods that results in an adjustment in the amount of any Tax Asset shall promptly notify the other party of such adjustment.

Section 2.10 Certain Expenses.

(a) If RemainCo incurs any expenses payable to outside Tax advisors in connection with the preparation and filing of any RemainCo Prepared Pre-Spin/Straddle Mixed Return (other than the preparation and filing of an amended Tax Return), or if SpinCo incurs any expenses payable to outside Tax advisors in connection with the preparation and filing of any SpinCo Prepared Pre-Spin/Straddle Nonmixed Return (other than the preparation and filing of an amended Tax Return), then within thirty (30) days after written demand is made by the Responsible Party, the non-Responsible Party shall reimburse the Responsible Party for the non-Responsible Party's share of such expenses, which share shall be apportioned and allocated between the RemainCo Group and the SpinCo Group for the relevant period in the same manner as the Taxes reflected on such Tax Returns are apportioned between RemainCo and SpinCo.

(b) Any expenses payable to outside Tax advisors in connection with the preparation or filing of any amended RemainCo Prepared Pre-Spin/Straddle Mixed Return or any amended SpinCo Prepared Pre-Spin/Straddle Nonmixed Return shall be borne by the party requesting the filing of such amended Tax Return. The party requesting the filing of such amended Tax Return shall reimburse the other party for any expenses payable to outside Tax advisors within thirty (30) days after written demand is made by such other party.

ARTICLE III.
INDEMNIFICATION

Section 3.1 By RemainCo. Subject to Section 3.3, RemainCo shall indemnify and hold SpinCo and each SpinCo Member harmless against:

(a) any and all Taxes for which RemainCo is liable pursuant to Section 2.5(a) and Section 2.5(c); and

(b) any and all increases in the liability for Taxes of the SpinCo Group or any SpinCo Member (or group thereof) as a result of a RemainCo Member's material inaccuracies in, or failure to timely provide, such information and assistance specified in Section 5.1.

Section 3.2 By SpinCo. Subject to Section 3.3, SpinCo shall indemnify and hold RemainCo and each RemainCo Member harmless against:

(a) any and all Taxes for which SpinCo is liable pursuant to Section 2.5(b) and Section 2.5(c); and

(b) any and all increases in the liability for Taxes of the RemainCo Affiliated Group or any RemainCo Member (or group thereof) as a result of a SpinCo Member's material inaccuracies in, or failure to timely provide, such information and assistance specified in Section 5.1.

Section 3.3 Tax Treatment of Spin-off Transactions.

(a) The parties expressly agree for all purposes to treat the Spin-off Transactions as tax-free distributions under Sections 368(a)(1)(D) and 355 of the Code in accordance with the Latham Opinion (the "**Tax Treatment**"). Each party hereto also expressly agrees to (i) comply with the representations made in the Opinion Representation Letters, (ii) unless otherwise required by law, not take any action, or fail to take any action the failure of which to take, is inconsistent with the Tax Treatment, and (iii) take any and all reasonable actions to support and defend the Tax Treatment. Without limiting the generality of the foregoing, RemainCo and SpinCo further represent, agree and covenant that the representations and information contained in the Opinion Representation Letters, insofar as they concern or relate to such party or its Affiliates, are true, correct and complete in all material respects.

(b) Without limiting the generality of Section 3.3(a), SpinCo further represents, agrees and covenants as follows:

(i) From and after the Distribution Date until the second anniversary thereof, SpinCo will (i) maintain its status as a company engaged in the SpinCo Active Trade or Business for purposes of Section 355(b)(2) of the Code, and (ii) not engage in any transaction (or allow its Affiliates to engage in any transaction) that would result in it ceasing to be a company engaged in the SpinCo Active Trade or Business for purposes of Section 355(b)(2) of the Code, in each case, taking into account Section 355(b)(3) of the Code, unless, prior to taking any such action, it obtains and provides to RemainCo a ruling from the IRS or a written opinion from a nationally recognized law firm with expertise in these matters, in form and substance reasonably acceptable to RemainCo, that such action, and any action related thereto, will not affect the qualification of the Spin-off Transactions under Sections 368(a)(1)(D) and 355 of the Code.

(ii) From and after the Distribution Date until the second anniversary thereof, SpinCo shall not take any of the following actions unless, prior to taking any such action, it obtains and provides to RemainCo a ruling from the IRS or a written opinion from a nationally recognized law firm with expertise in these matters, in form and substance reasonably acceptable to RemainCo, that such transaction, and any transaction or transactions related thereto, will not affect the qualification of the Spin-off Transactions under Sections 368(a)(1)(D) and 355 of the Code and will not cause Section 355(e) of the

Code to apply:

(A) enter into (or, to the extent SpinCo has the right to prohibit such action, permit) any transaction or series of transactions (or any agreement, understanding, arrangement or substantial negotiations, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, to enter into a transaction or series of transactions), as a result of which any person or group of persons would (directly or indirectly) acquire or have the right to acquire from SpinCo or one or more holders of its stock, a number of shares of its stock that, together with any shares issued in an equity offering described in clause (B) below, would comprise [·]% or more of (1) the value of all outstanding shares of stock of SpinCo as of the date of such transaction or (2) the total combined voting power of all outstanding shares of stock of SpinCo as of the date of such transaction, or, with respect to either (1) or (2), in the case of a series of transactions, the date of the last transaction of such series;

(B) issue equity of SpinCo in an offering in excess, in the aggregate, together with any shares acquired in a transaction described in clause (A) above, of [·]%, of (1) the value of all outstanding shares of stock of SpinCo as of the date of such transaction or (2) the total combined voting power of all outstanding shares of stock of SpinCo, as of the date of such transaction, or, with respect to either (1) or (2), in the case of a series of transactions, as of the date of the last transaction of such series;

(C) merge or consolidate with any other person or entity or liquidate or partially liquidate; or

(D) in a single transaction or series of transactions (whether or not such transactions are related) sell or transfer (other than sales or transfers of inventory in the ordinary course of business) 40% or more of the gross assets of any SpinCo Active Trade or Business or 40% or more of the gross assets of SpinCo's Separate Affiliated Group (such percentages to be measured based on fair market value as of the Distribution Date).

(c) Notwithstanding anything to the contrary in Section 2.5, Section 3.1, Section 3.2 or Section 6.2(c):

(i) If there is a Final Determination that results in the disallowance, in whole or in part, of the Tax Treatment (other than (x) a disallowance which is addressed by Section 3.3(c)(ii) or (y) the Section 355(e) Tax which is addressed by Section 3.3(c)(iii)), then any liability for Taxes of the Pre-Spin Group as a result of such disallowance shall be divided between RemainCo and SpinCo in proportion to the RemainCo Ratable Portion and the SpinCo Ratable Portion, respectively. RemainCo shall be liable for, and shall indemnify SpinCo and each SpinCo Member against, any liability for which RemainCo is responsible pursuant to the preceding sentence, and SpinCo shall be liable for, and shall indemnify RemainCo and each RemainCo Member against, any liability for which SpinCo is responsible pursuant to the preceding sentence.

(ii) (A) If there is a Final Determination that results in the disallowance, in whole or in part, of the Tax Treatment (other than the Section 355(e) Tax, which is addressed by Section 3.3(c)(iii)), and RemainCo or any RemainCo Member (and neither SpinCo nor any SpinCo Member) has taken any action after the Distribution Date which action results in such disallowance, then RemainCo shall be liable for, and shall indemnify SpinCo and each SpinCo Member against, any Taxes of the Pre-Spin Group as a result of such disallowance.

(B) If there is a Final Determination that results in the disallowance, in whole or in part, of the Tax Treatment (other than the Section 355(e) Tax, which is addressed by Section 3.3(c)(iii)), and SpinCo or any SpinCo Member (and neither RemainCo nor any RemainCo Member) has taken any action after the Distribution Date which action results in such disallowance, then

SpinCo shall be liable for, and shall indemnify RemainCo and each other RemainCo Member against, any Taxes of the Pre-Spin Group as a result of such disallowance.

(iii) (A) If there is a Final Determination that Section 355(e) of the Code is applicable to the Spin-off Transactions solely because the Spin-off Transactions were part of a plan or series of related transactions pursuant to which one or more persons acquired directly or indirectly RemainCo stock (or interests in any predecessor or successor thereto within the meaning of Section 355(e) of the Code) representing a "50-percent or greater interest" within the meaning of Section 355(e), then RemainCo shall be liable for, and shall indemnify SpinCo and each SpinCo Member against, the Section 355(e) Tax; provided, however, that to the extent such Section 355(e) Tax arises solely as a result of transactions that occurred prior to the Distribution Date, then such liability shall be divided between RemainCo and SpinCo in proportion to the RemainCo Ratable Portion and the SpinCo Ratable portion, respectively; and

(B) If there is a Final Determination that Section 355(e) of the Code is applicable to the Spin-off Transactions solely because the Spin-off Transactions were part of a plan or series of related transactions pursuant to which one or more persons acquired directly or indirectly SpinCo stock (or interests in any predecessor or successor thereto within the meaning of Section 355(e) of the Code) representing a "50-percent or greater interest" within the meaning of Section 355(e), then SpinCo shall pay and be liable for, and shall indemnify RemainCo and each RemainCo Member against, the Section 355(e) Tax; provided, however, that to the

extent such Section 355(e) Tax arises solely as a result of transactions that occurred prior to the Distribution Date, then such liability shall be divided between RemainCo and SpinCo in proportion to the RemainCo Ratable Portion and the SpinCo Ratable portion, respectively.

(iv) Any such claim for indemnification to effectuate this Section 3.3(c) shall otherwise be governed in the manner specified under this Article III, but shall not affect in any manner the provisions of Article V and Article VI (except as set forth in Section 6.2(a)) with respect to cooperation and control of Audits.

Section 3.4 Certain Reimbursements. Each party shall notify the other party of any Taxes paid by it or any of its Affiliates that are subject to indemnification under this Article III. Any notification pursuant to this Section 3.4 shall include a detailed calculation (including, if applicable, separate allocations of such Taxes between the parties and supporting work papers) and a brief explanation of the basis for indemnification hereunder. Whenever such a notification is given, the indemnifying party shall pay the amount requested in such notice to the indemnified party in accordance with Article IV, but only to the extent the indemnifying party agrees with such request. To the extent the indemnifying party disagrees with such request, it shall so notify the indemnified party within thirty (30) days of receipt of such notice, whereupon the parties shall use their best efforts to resolve any such disagreement. Any indemnification payment made after such thirty (30) day period shall include interest accrued at a rate per annum equal to the Prime Rate plus 1.5% from the date of receipt of the original indemnification notice.

Section 3.5 Adjustments. The parties agree to cooperate in good faith, without bias to any RemainCo Member or SpinCo Member, to make appropriate adjustments to accomplish the objectives of this Article III.

ARTICLE IV.
METHOD AND TIMING OF
PAYMENTS REQUIRED BY THIS AGREEMENT

Section 4.1 Payment in Immediately Available Funds; Interest. All payments made pursuant to this Agreement shall be made in immediately available funds. Except as otherwise provided in the Agreement, all payments shall be made within thirty (30) days of receipt of request therefor. Except as otherwise provided in the Agreement, any payment not made within thirty (30) days of receipt shall thereafter bear interest at a rate per annum equal to the Prime Rate plus 1.5%.

Section 4.2 Characterization of Payments. Any payment (other than interest thereon) made hereunder by RemainCo to SpinCo, or by SpinCo to RemainCo, shall be treated by all parties for all Tax purposes to the extent permitted by law and GAAP in the same manner as if such payment were a non-taxable distribution or capital contribution made immediately prior to the External Distribution, except to the extent that RemainCo and SpinCo treat a payment as the settlement of an intercompany liability (including, without limitation, the settlement of an intercompany liability with respect to the sharing of Tax liabilities pursuant to the Current

Allocation Methodology).

ARTICLE V.
COOPERATION; DOCUMENT RETENTION; CONFIDENTIALITY

Section 5.1 Provision of Cooperation, Documents and Other Information. Upon the reasonable request of any party to this Agreement, RemainCo or SpinCo, as applicable, shall promptly provide (and shall cause its Affiliates to promptly provide) the requesting party with such cooperation and assistance, documents, and other information as may be necessary or reasonably helpful in connection with (a) the preparation and filing of any Tax Return, including all Tax Returns relating to Pre-Distribution Tax Periods and Straddle Periods, (b) the conduct of any Audit involving any Taxes or Tax Returns within the scope of this Agreement or (c) the verification by a party of an amount payable to or receivable from another party. Such cooperation and assistance shall include, without limitation, (i) all information necessary for filing a Tax Return in a manner consistent with past Tax Practices and any other information reasonably requested in connection with the preparation of such Tax Returns, (ii) the provision of books, records, Tax Returns, documentation or other information relating to any relevant Tax Return, (iii) the execution of any document that may be necessary or reasonably helpful and the provision of such other assistance reasonably necessary or requested in connection with the filing of any Tax Return, or in connection with any Audit, including, without limitation, the execution of powers of attorney and extensions of applicable statutes of limitations with respect to Tax Returns which RemainCo may be obligated to file on behalf of SpinCo Members pursuant to Section 2.1, (iv) the prompt and timely filing of appropriate claims for refund, and (v) the use of reasonable best efforts to obtain any documentation from a

governmental authority or a third party that may be necessary or reasonably helpful in connection with the foregoing. Each party shall make its employees and facilities available on a mutually convenient basis to facilitate such cooperation.

Section 5.2 Retention of Books and Records. Each party to this Agreement shall retain or cause to be retained (and shall cause each of their Affiliates to retain) all Tax Returns and all books, records, schedules, work papers, and other documents relating thereto, until the later of (a) the date seven (7) years from the close of the applicable Tax Period, (b) the expiration of all applicable statutes of limitations (including any waivers or extensions thereof) and (c) the expiration of any retention period required by law (e.g., depreciation or inventory records) or pursuant to any record retention agreement. The parties hereto shall notify each other in writing of any waivers, extensions or expirations of applicable statutes of limitations.

Section 5.3 Confidentiality of Documents and Information. Except as required by law or with the prior written consent of the other party, all Tax Returns, documents, schedules, work papers and similar items and all information contained therein that are within the scope of this Agreement shall be kept confidential by the parties hereto and their Representatives, shall not be disclosed to any other person and shall be used only for the purposes provided herein.

ARTICLE VI.
AUDITS

Section 6.1 Notification and Status of Audits or Disputes. Upon the receipt by any party to this Agreement (or any of its Affiliates) of notice of any pending or threatened Audit pertaining to Taxes subject to indemnification under this Agreement, such party shall promptly notify the other party in writing of the receipt of such notice. Each party to this Agreement shall use reasonable best efforts to keep the other party advised as to the status of any Audits pertaining to Taxes subject to indemnification under this Agreement. To the extent relating to any such Tax, each party hereto shall promptly furnish the other party with copies of any inquiries or requests for information from any Taxing Authority or any other administrative, judicial or other governmental authority, as well as copies of any revenue agent's report or similar report, notice of proposed adjustment or notice of deficiency.

Section 6.2 Control and Settlement.

(a) RemainCo shall have the right to control, and to represent the interests of all affected taxpayers in, any Audit relating, in whole or in part, to any RemainCo Prepared Pre-Spin/Straddle Mixed Return and to employ counsel or other advisors of its choice at its own cost and expense; provided, however, that with respect to any issue arising on an Audit of a RemainCo Prepared Pre-Spin/Straddle Mixed Return that could reasonably be expected to have a more than immaterial adverse effect on SpinCo or any SpinCo Member (including as a result of SpinCo's indemnification obligations pursuant to Sections 3.3(c)(i), 3.3(c)(ii)(B) and 3.3 (c)(iii)(B)), (i) RemainCo shall not settle or otherwise resolve any such issue without the written consent of SpinCo, which consent shall not be unreasonably withheld; (ii) SpinCo shall provide RemainCo a written response to any notification by RemainCo of a proposed settlement within ten (10) days of its receipt of such notification; and (iii) if SpinCo fails to respond within such ten (10) day period, it shall be deemed to have consented to the proposed settlement. Each of RemainCo and SpinCo shall bear the costs relating to any Audit under this Section 6.2(a) in proportion to the amount of Taxes each of RemainCo and SpinCo will bear as a result of the Audit.

(b) SpinCo shall have the right to control, and to represent the interests of all affected taxpayers in, any Audit relating, in whole or in part, to any SpinCo Prepared Pre-Spin/Straddle Nonmixed Return and to employ counsel or other advisors of its choice at its own cost and expense; provided, however, that with respect to any issue arising on an Audit of a SpinCo Prepared Pre-Spin/Straddle Nonmixed Return that could reasonably be expected to have a more than immaterial adverse effect on RemainCo or any RemainCo Member, (i) SpinCo shall not settle or otherwise resolve any such issue without the written consent of RemainCo, which consent shall not be unreasonably withheld; (ii) RemainCo shall provide SpinCo a written response to any notification by SpinCo of a proposed settlement within ten (10) days of its receipt of such notification; and (iii) if RemainCo fails to respond within such ten (10) day period, it shall be deemed to have consented to the proposed settlement. Each of RemainCo and SpinCo shall bear the costs relating to any Audit under this Section 6.2(b) in proportion to the amount of Taxes each of RemainCo and SpinCo will bear as a result of the Audit.

(c) Notwithstanding anything to the contrary contained in Sections 6.2(a) and 6.2(b), Schedule [2] attached hereto contains a list of specific Audits and the party that shall have the right to control, and to represent the interests of all affected taxpayers in such Audits; provided, however, that to the extent any issue arising in such Audit could reasonably be expected to have a more than immaterial adverse effect on the noncontrolling party, then (i) the party that has the right to control such Audit shall not settle or otherwise resolve any such issue in such Audit without the written consent of the other party, which consent shall not be unreasonably withheld; (ii) the non-controlling party shall provide the other party a written response to any notification by the controlling party of a proposed settlement within ten (10) days of its receipt of such notification; and (iii) if the non-controlling party fails to respond within such ten (10) day period, it shall be deemed to have consented to the proposed settlement.

(d) The payment of any Taxes as a result of a Final Determination with respect to an Audit, as well as any payments between RemainCo and SpinCo with respect to such Taxes, shall be governed by Section 2.5.

Section 6.3 Delivery of Powers of Attorney and Other Documents. RemainCo and SpinCo shall execute and deliver to the other party, promptly upon request, powers of attorney authorizing such other party to extend statutes of limitations, receive refunds, negotiate settlements and take such other actions that RemainCo or SpinCo, as applicable, reasonably considers to be appropriate in exercising its control rights pursuant to Section 6.2, and any other documents reasonably necessary thereto to effect the exercise of such control rights.

ARTICLE VII.
MISCELLANEOUS(1)

Section 7.1 Effectiveness. This Agreement shall be effective from and after the Distribution Date and shall survive until the expiration of any applicable statute of limitations.

Section 7.2 Entire Agreement. This Agreement, together with all documents and instruments referred to herein and therein, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede and terminate all prior agreements and understandings, both written and oral.

Section 7.3 Guarantees of Performance. Each party hereby guarantees the complete and prompt performance by its Affiliates of all of their obligations and undertakings pursuant to this Agreement. If, subsequent to the consummation of the Spin-off Transactions, either RemainCo or SpinCo shall be acquired by another entity (the "acquirer") such that 50% or more of the acquired corporation's common stock is held by the acquirer and its affiliates, the acquirer shall, by making such acquisition, simultaneously agree to jointly and severally guarantee the complete and prompt performance by the acquired corporation and any Affiliate of the acquired corporation of all of their obligations and undertakings pursuant to this Agreement and the acquired corporation shall cause such acquirer to enter into an agreement reflecting such guarantee.

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(1) Conform to Separation Agreements.

Section 7.4 Severability. In the event any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions hereof without including any of such which may hereafter be declared invalid, void or unenforceable. In the event that any such term, provision, covenant or restriction is hereafter held to be invalid, void or unenforceable, the parties hereto agree to use their best efforts to find and employ an alternate means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

Section 7.5 Waiver. Neither the failure nor any delay on the part of any party to exercise any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, nor shall any waiver of any right with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

Section 7.6 Governing Law. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies.

Section 7.7 Notices. Notice shall be provided to the parties and in the manner set forth in Section 11.5 of the Separation Agreement.

Section 7.8 Amendments. This Agreement may be amended at any time only by written agreement executed and delivered by duly authorized officers of RemainCo and SpinCo.

Section 7.9 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other parties hereto or thereto.

Section 7.10 No Third-Party Beneficiaries. (a) The provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) except the parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any stockholders of RemainCo or stockholders of SpinCo) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 7.11 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute one and the same instrument.

Section 7.13 Predecessors and Successors. To the extent necessary to give effect to the purposes of this Agreement, any reference to any corporation or other entity shall also include any predecessors or successors thereto, by operation of law or otherwise.

Section 7.14 Dispute Resolution. The provisions of Article VI of the Separation Agreement shall apply, *mutatis mutandis*, to all disputes, controversies or claims (whether arising in contract, tort or otherwise) that may arise out of or relate to, or arise under or in connection with this Agreement or the transactions contemplated hereby.

Section 7.15 Specific Performance. Subject to the provisions of Article VI in the Separation Agreement, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) in respect of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the parties to this Agreement.

Section 7.16 Further Assurances. Subject to the provisions hereof, the parties hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby. Subject to the provisions hereof, each party shall, in connection with entering into this Agreement, performing its obligations hereunder and taking any and all actions relating hereto, comply with all applicable laws, regulations, orders and decrees, obtain all required consents and approvals and make all required filings with any governmental authority (including any regulatory or administrative agency, commission or similar authority) and promptly provide the other party with all such information as it may reasonably request in order to be able to comply with the provisions of this sentence.

Section 7.17 Setoff. All payments to be made by any party under this Agreement shall be made without setoff, counterclaim or withholding, all of which are expressly waived.

Section 7.18 Expenses. Except as specifically provided in this Agreement, each party agrees to pay its own costs and expenses resulting from the fulfillment of its respective

obligations hereunder.

Section 7.19 Rules of Construction. Any ambiguities shall be resolved without regard to which party drafted the Agreement.

Section 7.20 Consistency. Except with respect to Section 7.1 hereof, to the extent that any provision of this Article VII conflicts with the provisions of Article XI in the Separation Agreement, the provisions of Article XI in the Separation Agreement shall control. In addition, to the extent Article XI in the Separation Agreement contains matters that are not addressed in this Article VII or elsewhere in this Agreement, the provisions of Article XI in the Separation Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

EXTERRAN HOLDINGS, INC.
a Delaware corporation

By: _____
Name: D. Bradley Childers
Title: President and Chief Executive Officer

EXTERRAN CORPORATION,
a Delaware corporation

By: _____
Name: Andrew Way
Title: President and Chief Executive Officer

FORM OF SUPPLY AGREEMENT

This Supply Agreement (this "***Agreement***"), dated [·], 2015, is entered into by and among Archrock Services, L.P., a Delaware limited partnership, and EXLP Operating LLC (to be renamed Archrock Field Services LLC), a Delaware limited liability company, on the one hand (each a "***Buyer***," and collectively, the "***Buyers***"), and Exterran Energy Solutions, L.P., a Delaware limited partnership, on the other hand ("***Seller***"). Buyers and Seller may be referred to herein collectively as the "***Parties***" and individually as a "***Party***."

WHEREAS, Seller is engaged in the design, engineering, manufacturing, and sale of natural gas compression equipment, including the parts and/or equipment described in Schedule I hereto (the "***Goods***");

WHEREAS, subject to the terms and conditions described herein, each Buyer desires to purchase (and cause its respective subsidiaries to purchase) its and their requirements of Goods from Seller, and Seller desires to sell and deliver to each Buyer (or its respective subsidiaries, as applicable) such Goods from time to time;

WHEREAS, the Parties are party to that certain Separation and Distribution Agreement, by and among Exterran Holdings, Inc. (to be renamed Archrock, Inc.), Exterran General Holdings LLC, Seller, Exterran Corporation, AROC Corp. (f/k/a Exterran Finance Corp.), EESLP LP LLC, AROC Services GP LLC (f/k/a Exterran Controlled GP LLC), AROC Services LP LLC (f/k/a Exterran Controlled LP LLC), and Archrock Services, L.P. (f/k/a Exterran US Services OpCo, L.P.), dated as of [·], 2015 (the "***Separation and Distribution Agreement***"); and

WHEREAS, contemporaneously with the execution of this Agreement, the Parties have entered into that certain Storage Agreement for the storage of certain of Buyers' property (the "***Storage Agreement***").

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, the payments which may be made by the Buyers to Seller pursuant to the provisions hereof, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.
PURPOSE; RESERVATION; FORECAST

1.1 **Purpose; Exclusivity.** Subject to the terms and conditions of this Agreement, during the Term (as defined below), each Buyer shall purchase (and shall cause its respective subsidiaries to purchase) all of its and their respective requirements for Goods exclusively from Seller, and Seller agrees to satisfy such requirements, in each case, in accordance with the terms and conditions of this Agreement.

1.2 **Purchase Orders.** The terms of each purchase and sale of Goods under this Agreement that are not otherwise set forth in this Agreement will be set forth and further described in a written purchase order (together with the various documents, information, instructions and other requirements describing the work to be performed, including designs, drawings and written specifications, an "***Order***"). A Buyer's execution of any Order or taking delivery of any part of the Goods described therein shall constitute acceptance of the terms and conditions contained in such Order and herein. Seller expressly rejects any terms and conditions submitted by a Buyer that are inconsistent with or in addition to the terms and conditions contained herein, and Seller's agreement to provide the Goods is expressly conditioned upon each Buyer's acceptance of the terms and conditions contained herein. No waiver or

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alteration of, or addition to, the terms and conditions contained herein shall be binding unless expressly set forth in an Order and executed by Seller and the applicable Buyer party to such Order or otherwise expressly agreed to in writing by Seller and such Buyer party to such Order; provided, however, that any such waiver, alteration or other change shall be applicable only to such Order and shall not otherwise alter or amend the terms of this Agreement.

1.3 **Change Orders; C-Series Orders**.

(a) Subject to the Parties' agreement on extra cost or schedule delays and except as otherwise provided herein, a Buyer may reasonably increase or decrease the scope or change the schedule of the Order at any time during the course of the work to be performed. Any change that affects the cost or schedule of the work to be performed, as well as changes occasioned by revised or added specifications, drawings, data, or instructions, will be clearly defined by the applicable Buyer in a change order in the form of Exhibit A hereto (together with the various documents, information, instructions and other requirements describing the change to the work to be performed, including designs, drawings and written specifications, a "***Change Order***"). Any such Change Order, when received and accepted by Seller, shall be deemed an amendment to the applicable Order, and Seller shall comply with its terms promptly and fully. Unless otherwise expressly agreed and recorded in the Change Order, such Change Order shall cover all effects of a specific variation on the price under the applicable Order. When a Change Order reduces or omits any part of an Order, the portion of the price under such Order that relates to the reduction or omitted part shall be deducted from the total price to be paid. Any change in the Change Order shall not extend any completion date set out in the applicable Order unless it is first approved by the applicable Buyer in writing. Notwithstanding the foregoing, representatives of the applicable Buyer shall have authority to give written instructions to make reasonable and minor changes in the scope or specifications of an Order to the extent such changes involve no additional cost or schedule delays and are consistent with the spirit and purpose of the work described in the Order. However, if such representative's instructions for changes to the Order would involve any extra cost or schedule delays to the applicable Buyer (as reasonably determined by Seller), Seller shall give such representative prior written notice of the amount involved and shall not commence to perform such work until after receiving a signed Change Order from the applicable Buyer.

(b) With respect to any Order for Goods designated as "C-Series" equipment and products, if Buyer provides changes to the cylinder configuration of such Goods no later than ten (10) weeks prior to the delivery date of such Goods, any Change Order relating to such cylinder configuration of the Goods shall be at no cost to Buyer.

1.4 **Forecast Requirements and Lead Time Notices.**

(a) *Buyers' Forecast*. During the first full calendar week of each calendar month during the Term (as defined below), Buyers (on behalf of themselves and their respective subsidiaries), shall deliver to Seller a written forecast (the "***Forecast Notice***") of their good faith estimate of their combined fabrication requirements for Goods (the "***Forecast Requirements***") for the six (6) month period (or such longer or shorter period as the Parties shall jointly agree or, if shorter, for the remainder of the Term) beginning on the first day of the following month (such period, the "***Forecast Period***"); *provided*, *however*, that no Buyer shall have any requirement to meet any Forecast Requirement nor any liability to Seller based on any Forecast Requirement estimated in good faith. The

Parties shall meet during the third full calendar week of every month during the Term to review the Forecast Requirements presented by Buyers and discuss any matters that may impact Seller's ability to meet the Forecast Requirements. Exhibit B hereto sets forth each Buyer's Forecast Requirements for the initial Forecast Period beginning on the date hereof. If either Buyer fails to deliver a Forecast Notice when required, then the Forecast Requirements with respect to the last month of that Forecast Period shall be zero until such

Buyer delivers its next Forecast Notice, at which time the Forecast Requirements shall change to reflect the Forecast Requirements set forth in that Forecast Notice.

(b) *Seller's Notice Obligation for Major Component Lead Times*. Schedule V hereto sets forth, as of the date of this Agreement, Seller's anticipated delivery times from suppliers to Seller of engines, compressors or coolers (each, a "***Major Component***") that may comprise a portion of the Goods. Schedule V shall be binding on the Parties with respect to the Order procedures set forth in Section 1.5, below; *provided*, *however*, that Seller shall be entitled, by written (which shall include email) notice to Buyers, to update Schedule V as promptly as practicable, but in any event within two (2) business days, after Seller receives notice of any changes to such delivery times as a result of such changes, and after such update, the revised Schedule V will be binding on the Parties with respect to the Order procedures set forth in Section 1.5 below.

(c) *Alteration of Lead Time Associated with Large Orders*. In the event a Buyer submits an Order in good faith that requires an increase in lead time to accommodate the size of such Order, then Seller shall notify Buyer in writing as promptly as practicable, but in any event within two (2) business days, after Seller receives such Order of any required changes to Schedule V to accommodate such Order, and after such notice, such new Schedule V will be binding on the Parties with respect to the Order procedures set forth in Section 1.5 below.

(d) *Additional Confidentiality Provisions*. In addition to the confidentiality and limited-use provisions set forth in the Separation and Distribution Agreement, including in Section 8.10 thereof, Seller agrees not to (a) provide to Seller's sales personnel or sales management personnel (other than members of Seller's executive management, including any senior vice president thereof) any customer-specific information contained in the Forecast Requirements or otherwise provided to Seller in connection with this Agreement or (b) use such information for any purpose other than to consummate the transactions contemplated by this Agreement.

1.5 **Order Procedures**.

(a) *Goods, Delivery Date and Price*. Seller shall not be required to sell to Buyers, and Buyers shall not be required to purchase from Seller, any Goods unless and until an Order is executed and delivered. Purchase orders shall be made by a Buyer's delivery to Seller of a proposed Order that shall specify, among other things, (i) the Goods Buyer proposes to purchase and (ii) the proposed delivery date of such Goods to Buyer. Buyers shall use their respective commercially reasonable efforts to place all orders for Goods pursuant to proposed Orders with delivery dates that are within the applicable time period set forth in Section 1.5(b). A proposed Order with delivery dates that are within such applicable time period shall be a "***Conforming Order***". Seller shall, within two (2) business days after receipt of a proposed Order, confirm in writing its acceptance or rejection of such Order, including the price of such Order which shall be determined in accordance with Section 4.1; *provided*, *however*, that Seller may not reject a Conforming Order without Buyer's consent.

(b) *Specific Delivery Dates for Conforming Orders*. For an Order to constitute a Conforming Order, Buyer shall specify a delivery date no earlier than the shortest applicable period specified below:

(i) the longest period for delivery for any Major Component, as set forth on Schedule V, plus six (6) weeks; or

(ii) the time periods provided in Schedule V, with respect to Goods utilizing Buyer-provided inventory.

(c) *Nonconforming Orders*. Buyer may, from time to time and in good faith, place an Order for a delivery date that is not in compliance with a Conforming Order (each such Order, a "***Nonconforming Order***"). In the event a Buyer places a Nonconforming Order, Seller may, but shall not be obligated to, accept such Nonconforming Order at the price determined in accordance with Section 4.1. In lieu of accepting such order, Seller may inform the Buyer that Seller is willing to accept the Nonconforming Order, including the proposed delivery date, at a price other than the price determined in accordance with Section 4.1 or with an alternative delivery date. Buyer may then (i) confirm acceptance of the Nonconforming Order at Seller's proposed price and with Seller's proposed delivery date or (ii) if Seller's proposed price was above the price determined in accordance with Section 4.1 or Seller's proposed delivery date was later than Buyer's request, acquire the Goods subject to such Nonconforming Order from a third party (x) at a price lower than Seller's proposed price and/or (y) with a delivery date no later than the later of Buyer's proposed delivery date or Seller's proposed delivery date.

1.6 **Exclusivity Exceptions for Acquired Businesses**.

Notwithstanding Section 1.1 of this Agreement, if a Buyer or any of its subsidiaries acquires, including by merger, consolidation or otherwise, a company or the assets of a business (each, a "***Target***"):

(i) that is not a party or subject to a third party agreement for the firm purchase and supply of Goods, then such Buyer and Seller each shall use commercially reasonable efforts to cause such Target's requirements for Goods to be included within the Buyer's Orders subject to the terms and conditions of this Agreement;

(ii) that is a party or subject to a third party agreement for the firm purchase and supply of Goods, then Buyer (A) shall be entitled to honor any and all firm order commitments placed under that agreement prior to the completion of the acquisition and (B) shall not be obligated to include such Target's requirements under this Agreement as long as the amount of Goods ordered from parties other than Seller in respect of the Target's business in any twelve (12) month period shall not exceed the amount purchased for that business from parties other than Seller over the twelve (12) month period immediately preceding the acquisition; or

(iii) that manufactures and supplies Goods, then such Buyer and its subsidiaries shall continue to procure their requirements for Goods from Seller pursuant to this Agreement and not (whether in whole or in part) from such Target.

ARTICLE II.
TERM; TERMINATION

2.1 **Term.** This Agreement shall be effective and shall continue in full force and effect for a term of two (2) years commencing on the date hereof (the "***Term***"), unless earlier terminated by the Parties in accordance with Section 2.2 or extended for additional one (1) year terms by mutual agreement of the Parties.

2.2 **Termination.**

(a) Prior to the expiration of the Term, this Agreement may be terminated:

(i) by any Party, if any other Party (A) is adjudged bankrupt, or a general assignment is made for the benefit of creditors, or a receiver is appointed on account of insolvency or (B) materially defaults in the performance of any material provision of this

Agreement, including the payment of any sum due hereunder, and then fails to cure any such default within thirty (30) days following written notice thereof;

(ii) by either or both Buyers if Seller's on-time delivery rate to Buyers for Goods in the aggregate over a 90-day period (which period shall begin no sooner than February 1, 2016) is less than 95%, and Seller fails to remedy its on-time delivery rate such that its on-time delivery rate over the 90-day period following receipt of notice of a Buyer's intention to terminate this Agreement is greater than 95%;

(iii) by either or both Buyers if Seller's aggregate expense (including reimbursements to Buyers in accordance with Section 7.1(c)) incurred in repairing under warranty all natural gas compressors fabricated by Seller over a 90-day period exceeds 2.5% of (A) on or after the first anniversary of this Agreement (i) the total dollar amount of sales of natural gas compressors to the Buyers for the four most recently completed, non-overlapping 90-day periods divided by (ii) four, or (B), prior to the first anniversary of this Agreement, (i) the total dollar amount of sales of natural gas compressors to the Buyers for each non-overlapping 90-day period since the date of this Agreement divided by (ii) the number of 90-day periods since the date of this Agreement, and Seller fails to remedy this average warranty cost such that its average warranty cost over the 90-day period following receipt of notice of a Buyer's intention to terminate this Agreement is less 2.5% of the average specified above; or

(iv) by either or both of the Buyers or Seller in accordance with Article VI of this Agreement.

Any termination under Sections 2.2(a)(i), (ii) and (iii) shall be considered a "***Termination for Cause***."

(b) A Buyer may, with forty-five (45) days' advance written notice, cancel an Order for convenience ("***Cancellation for Convenience***"); *provided* that such Buyer shall not be permitted to cancel any Order for Goods scheduled for completion within forty-five (45) days of such written notice. Promptly upon receipt of notice from a Buyer, Seller shall discontinue all work pertaining to the Goods in accordance with and to the extent specified in the notice and shall take commercially reasonable measures to minimize the costs incurred by such cancellation.

(c) This Section 2.2(c) sets forth certain remedies in addition to any other remedies available to a Buyer or Seller under this Agreement for a Cancellation for Convenience or a Termination for Cause by Seller or a Buyer, as the case may be. In the event of a Cancellation for Convenience or a Termination for Cause during which one or more Orders remain pending, the applicable Buyer shall promptly pay Seller an amount no less than (i) the actual costs incurred by Seller in connection with each such Order, including any costs related to the cancellation of the Order and any of Seller's subcontracts and any costs expended prior to the time of cancellation or termination, as applicable, in connection with the production and development of the Goods, plus (ii) fifteen percent (15%) of the sum described in clause (i). Upon Seller's receipt of full payment, Seller shall, if so directed by the terminating Buyer, ship to such Buyer at such Buyer's expense, all Goods subject to the Cancellation for Convenience or pending during such Termination for Cause (whether finished or unfinished) for which such Buyer has made payment. If the terminating Buyer fails to take possession of such materials within thirty (30) days of the date of full payment, including taking possession and storing at the same location pursuant to the Storage Agreement, Seller shall have the right to dispose of the Goods as it deems appropriate in its sole discretion, without further obligation to such Buyer and without in any way affecting such Buyer's obligation hereunder. Seller, may, at its option, consider a Buyer's written request for reasonable delays in the delivery of Goods if received before fabrication of such Goods has commenced. Notwithstanding any such request, if fabrication of the Goods has commenced or if Seller declines the applicable Buyer's delay request, Seller may proceed with fabrication and completion of the Goods without delay. If Seller approves the applicable Buyer's delay request, such Buyer, upon Seller's acceptance of Buyer's delay

request, accepts the risk of loss for the Goods and, notwithstanding anything to the contrary in the Storage Agreement, agrees to pay Seller's reasonable preservation and storage charges. If Seller agrees to accept the applicable Buyer's delay request with respect to completed Goods, the applicable Buyer shall execute documentation satisfactory to Seller memorializing, among other things, the foregoing as well as the transfer to the applicable Buyer of title to the Goods.

(d) For the avoidance of doubt, the Parties' remedies in the event any Order is terminated in accordance with Article VI of this Agreement will not be governed by this Section 2.2 and will be as provided therein.

ARTICLE III.
MANAGEMENT

3.1 **Project Managers.** Seller will provide project managers for the reasonable and customary support and handling of all Orders. The number of project managers will be determined from time to time, in Seller's sole discretion after reasonable notice to the Buyer, taking into consideration each Buyer's Forecast Requirements at the time of such determination. Seller will provide adequate fabrication, engineering and facility capacity to meet each Buyer's requirements for Goods.

3.2 **Representatives; Meetings.** The Parties agree to hold regular meetings (at times to be mutually agreed by the Parties) between each Buyer's representatives and Seller's representatives. Representatives of Seller will provide reasonable and customary support on the design of the Goods and work with each Buyer to identify possible efficiencies to optimize the design. In addition, Seller shall provide Buyers with a written report each month with respect to

Seller's delivery rate and incurred warranty costs (as described in Sections 2.2(a)(ii) and (iii)) for the 90-day period preceding the current calendar month, together with any supporting data that Buyers may reasonably request to support such report.

ARTICLE IV.
PRICES; TAXES AND FEES

4.1 **Prices.**

(a) *Reference Prices*. Schedule II hereto sets forth the prices (each such price, as updated in accordance with this Section 4.1(a), a "***Reference Price***") of certain Goods, which prices shall be in effect for the first six months of the Term of this Agreement. Prior to the expiration of each six-month anniversary of the date of this Agreement, the Parties shall negotiate in good faith to determine a revised Reference Price for each Good for which a Reference Price existed during the prior six-month period. Notwithstanding the foregoing, if a Major Component vendor increases its pricing to Seller with respect to a Good for which a Reference Price exists, the Parties shall negotiate in good faith a revised Reference Price for such affected Good. If no such revised Reference Price shall be agreed upon pursuant to this Section 4.1(a) with respect to a particular Good, then the price of such Good shall thereafter be determined in accordance with Section 4.1(b).

(b) *Cost-Plus Prices*. With respect to any Good (i) not set forth on Schedule II as of the date of this Agreement or (ii) for which the Reference Price has expired and a new Reference Price has not been agreed upon in accordance with Section 4.1(a), the price (the "***Cost-Plus Price***") of such Good shall equal the total cost of such Good (the "***Base Cost***") determined in accordance with Schedule III hereto; *provided*, *however*, that during any period for which the amount by which the Cost-Plus Price of a Good, less the cost of the Major Component (including any markup associated therewith), exceeds the prior Cost-Plus Price or Reference Price, as applicable, for such Good by more than (x) the Applicable Percentage identified on Schedule III hereto, multiplied by (y) the

prior Cost-Plus Price or Reference Price, as applicable, Buyers shall be entitled to purchase such Good from third parties.

(c) *Cost-Plus Orders*. For each Order of a Good for which a Cost-Plus Price applies, Seller shall provide a price form substantially in the form attached hereto as Exhibit C (a "***Price Form***") to the applicable Buyer, which will be the basis for estimating the Base Cost of such Goods and for the estimated Cost-Plus Price reflected in the Order (the "***Order Price***"). Within sixty (60) days after delivery of the Goods, Seller shall provide the applicable Buyer the actual Base Cost and the resulting actual Cost-Plus Price of the Goods and either credit or bill the applicable Buyer the difference between the actual Cost-Plus Price and the Order Price. The Buyer will have a right to audit any determination of Base Cost submitted by Seller for Goods, which right shall include the right to reasonably review time records for engineering services and shop hours, invoices for major equipment and subcontractors, average inventory costs for stocked materials and other reasonable documentation as appropriate and not unreasonably burdensome to Seller.

4.2 **Payment.** The terms of payment are net cash in U.S. dollars via wire transfer to account(s) specified by the Seller from time to time, according to the agreed payment milestone schedule on Schedule IV or, if none, on or before delivery. If shipment is made in installments, a pro rata payment shall be due as each shipment is delivered. Prices quoted are Ex Works Seller's facility (here and throughout this Agreement, as defined by INCOTERMS 2010) with any loading, shipping and unloading charges to be paid by the applicable Buyer unless otherwise agreed to in writing by Seller and such Buyer in the applicable Order. The prices quoted in the applicable Order do not include the price of any changes in or to the Goods or any other costs that may arise from any Change Order accepted by Seller.

4.3 **Taxes and Fees**. All prices are exclusive of any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other taxes or fees which may now be or hereafter become applicable to the Goods or the purchase or sale thereof or to any services performed in connection therewith, and all such taxes and fees shall be for the applicable Buyer's account. If a Buyer claims a tax exemption with respect to a purchase under this Agreement, such Buyer must promptly provide documentation substantiating such exemption in a form and of a nature satisfactory to Seller and in compliance with applicable law. In addition, if a Buyer claims a tax exemption on the basis of removing the Goods from the state or country of fabrication, then (A) in the case of Goods to be shipped outside of the country of fabrication, the documentation substantiating such exemption shall include (i) a copy of a bill of lading issued by a licensed and certified carrier of persons or property that shows Seller as consignor, the Buyer as consignee and a delivery point outside the territorial limits of the United States; (ii) documentation that is valid under 34 TEX. ADMIN. CODE § 3.360 or any successor statute or regulation (relating to customs brokers) provided by a licensed customs broker certifying that the Goods will be exported to a point outside the territorial limits of the United States; (iii) formal entry documents from the country of destination showing that the property was imported into a country other than the United States; or (iv) a copy of the original airway, ocean or railroad bill of lading issued by a licensed and certified carrier that describes the Goods being exported and a copy of the air forwarder's, ocean forwarder's or rail freight forwarder's receipt if air, ocean or rail freight forwarder takes possession of the Goods in Texas; and (B) in the case of Goods fabricated in Oklahoma, the documentation substantiating such exemption shall include a written statement from the applicable Buyer to Seller certifying that the Goods will immediately leave Oklahoma and will not be used in Oklahoma. Each Buyer shall, and shall cause its Indemnitees (as defined below) to, release, indemnify, defend and hold Seller and its Indemnitees from and against any and all Claims (as defined below), including without limitation Claims with respect to taxes (and fines, penalties and interest relating thereto), arising from or related to (i) such Buyer's failure to timely or properly satisfy the documentation requirements of this Section 4.3 or (ii) any taxing authority's failure to recognize the tax exemption claimed by such Buyer. If Seller executes a waiver of a statute of limitations applicable to taxes in connection with an audit conducted by a

governmental taxing authority that covers Seller's sale of Goods to a Buyer, such Buyer agrees to likewise waive any statute of limitations otherwise restricting Seller's ability to collected taxes, fines, penalties and interest from such Buyer related to such Buyer's purchase of the Goods.

4.4 **Interest & Attorney's Fees.** In the event of default in the payment of any amounts owed hereunder, interest at a rate per annum equal to the lesser of (i) the Prime Rate plus one and one-half percent (1.5%) and (ii) the maximum rate permitted by applicable law, will be assessed on the unpaid balance from the date payment was due. In the event that Seller, following a default in payment of amounts owed by a Buyer, seeks representation of counsel with regard to the collection of such payments, the applicable Buyer also agrees to pay all fees, expenses and costs of collection incurred by Seller, including reasonable attorneys' fees. If any action is necessary to enforce or interpret the terms of this Agreement or any other related documents, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled. "***Prime Rate***" means the rate announced from time to time by Wells Fargo Bank, National Association (or any successor thereto or other major money center commercial bank agreed to by the parties hereto) at its New York, New York office as its prime rate or base rate for U.S. Dollar loans in the United States of America in effect on the date of determination.

ARTICLE V.
DELIVERY, TITLE & RISK OF LOSS

5.1 **Delivery, Title & Risk of Loss.** Risk of loss or damage to the Goods shall pass to the applicable Buyer upon electronic or other written tender of delivery Ex Works Seller's facility. Unless otherwise agreed to in writing by Seller, delivery shall occur: (i) upon oral, electronic or other written tender of delivery Ex Works Seller's facility in the case of Goods destined for a site within the United States, unless the Goods are fabricated in Texas, in which case delivery shall occur FCA Seller's facility, and (ii) DAP (designated port of entry outside the United States) in the case of Goods destined for a site outside of the United States. The applicable Buyer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the purchase price (as determined in Section 4.1) has been fully paid to Seller. Title to the Goods sold shall pass (i) upon arrival of the Goods at the applicable Buyer's designated site in the case of Goods destined for a site within the United States and (ii) at the time of delivery as set forth above in the case of Goods destined for a site outside the United States. In either case, Seller retains a security interest in the Goods until such time as it receives full and final payment, and such Buyer agrees to execute and file all documents deemed necessary by Seller to perfect said security interest. Any delivery dates quoted are approximate and shall depend on prompt receipt by Seller of all information necessary to proceed with the Goods immediately and without interruption. If Seller and the applicable Buyer agree in writing to require Seller's delivery to such Buyer's designated site, Seller's obligation is conditional upon free access to the site and the site being designated in the Order. Seller reserves the right to make delivery in installments, provided that a delay with respect to any installment shall not affect any other installments. Any delivery of Goods that is delayed by causes within the applicable Buyer's control or due to such Buyer's inability to accept delivery may be placed in storage by Seller at such Buyer's risk, and such Buyer shall be responsible for all costs of loading, unloading, shipping, storage, insurance and other expenses incurred thereby.

5.2 **Inventory**. Each Buyer may purchase from Seller and request Seller to store specific quantities of inventory exclusively for such Buyer's use in connection with Goods ordered, in order to reduce the lead times for any critical component equipment. Any such inventory purchased by Buyer shall be at cost at the time of purchase, which cost shall be utilized in determination of Cost-Plus Price, if such inventory is later incorporated into the Goods. If, on the other hand, such inventory is removed by Buyer from Seller's facility and not incorporated into the Goods, Buyer shall pay to Seller the Administrative Fees (as calculated in accordance with Schedule III).

5.3 **Acceptance**. A Buyer's acceptance of Goods shall be deemed to have occurred upon delivery unless Seller is otherwise notified in writing of such Buyer's intent to reject the Goods within seven (7) days from such Buyer's receipt of the Goods at the requested delivery location. A Buyer's acceptance of the Goods shall constitute a waiver of any claim for damage in delivery or shortage of Goods. Seller shall, as soon as practicable using commercially reasonable efforts, but not later than thirty (30) days from the date of receipt of a Buyer's notice of damage in delivery or shortage of Goods, plus any amount of time during which Seller is delayed by Force Majeure, remedy the nonconforming aspects of the Goods. Each Buyer waives any right to revoke its acceptance of Goods, it being the intent of the Parties that, subject to Section 2.2(a)(iii) and this Section 5.3, the Buyers' rights and remedies for any non-conformity of Goods after acceptance shall be limited to Seller's warranty set out in Article VII and subject to all limitations described therein and in this Agreement.

ARTICLE VI.
FORCE MAJEURE

6.1 **Force Majeure.**

(a) Seller shall not be liable for loss, damage, detention or delay, and Seller's lack of performance will be excused, due to events of Force Majeure the occurrence of which Seller promptly notifies Buyers. In such notice, Seller shall provide Buyers a list of Orders expected to be impacted by the Force Majeure. *"**Force Majeure"*** means any cause or event not within the reasonable control of Seller or the manufacturers of the components incorporated into the Goods sold hereunder and which by the exercise of due diligence, such person is unable to prevent or overcome. Subject to the definition of Force Majeure and the standard set forth therein, causes or events resulting in "Force Majeure" may include but are not limited to: to war, civil insurrection or acts of the common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the applicable Buyer, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, and faulty forgings or castings.

(b) In the event of delay in Seller's performance due to Force Majeure, the time of Seller's performance shall be extended for a period of time equal to the period of such Force Majeure. If a Force Majeure continues (or a Buyer reasonably believes that such Force Majeure is expected to continue) for a period of fourteen (14) days or more (a "***Prolonged Force Majeure***"), then (i) a Buyer may elect instead to have a third party provide the unexecuted portion of any or all of the Goods that were in process at the time of occurrence of the Force Majeure event with respect to Seller or (ii) Seller may elect to terminate the portion of the Order relating to the unexecuted portion of such Goods. In either case, the applicable Buyer shall compensate Seller for work performed with respect to the Goods delivered and accepted by such Buyer under such Order through the date of termination. If the applicable Buyer shall have made the election described in clause (i) above, Buyer shall also compensate Seller for any charges, fees or direct costs, including reasonable, noncancellable obligations incurred by Seller prior to receipt of the notice of termination or incurred by Seller in terminating the work associated with such Order, and Seller shall provide such Buyer with any Goods for which Buyer has paid hereunder. Notwithstanding Section 1.1, during the occurrence of a Prolonged Force Majeure, Buyers shall have the right to order from third parties any Goods that Buyer is unable to obtain from Sellers because of the occurrence of such Prolonged Force Majeure.

(c) Additionally, if a Party has canceled all outstanding Orders pursuant to Section 6.1(b) and if the delay resulting from Force Majeure extends for more than one hundred eighty (180) days and the Parties have not agreed upon a revised basis for providing the Goods at the end of the delay, then any Party, upon thirty (30) days written notice, may terminate this Agreement.

ARTICLE VII.
WARRANTIES

7.1 **Warranty of Goods Manufactured by Seller.**

(a) Seller warrants Goods manufactured by it to be free from defects in material and workmanship for a period of twelve (12) months from the date of startup of such Good or eighteen (18) months from the date of delivery of such Goods, whichever period expires first, subject to the following conditions. Except as set forth in Section 7.1(c), Seller's sole responsibility under this warranty shall be (i) to either repair or replace any part of the Goods that fail under this warranty and (ii) to re-perform any workmanship relating to such Goods that fails under this warranty; provided, the applicable Buyer has promptly

reported same to Seller in writing. Subject to the limitations set forth in this Agreement, such parts or repairs to the Goods shall be provided at no cost to the applicable Buyer.

(b) The applicable Buyer shall notify Seller promptly upon such Buyer's identification of a defect covered by the warranty provided in this Article VII. Seller shall, as promptly as practicable, furnish an on-site representative to diagnose the defect, and Seller shall resolve the defect as promptly thereafter as practicable.

(c) Notwithstanding the foregoing, in the event Seller has not commenced remediation of a defect covered by the warranty provided in this Article VIII, the applicable Buyer may remedy such defect, in which case Seller shall reimburse such Buyer for the actual and documented costs reasonably incurred by such Buyer as follows:

(i) With regard to defects in parts under warranty, if Buyer chooses to repair or replace any defective part, Seller shall reimburse such Buyer for the actual and documented costs and expenses for replacement parts reasonably incurred by Buyer in connection with such replacement or repair; *provided*, *however*, that Buyer shall only be entitled to costs or expenses relating to the replaced part and shall not be entitled to any costs or expense for labor, overhead, markup, profit or any other service work performed by Buyer or its subcontractors.

(ii) With regard to defects in workmanship under warranty, if Buyer elects to repair any defect in workmanship, Seller shall reimburse Buyer for its actual and documented costs reasonably incurred; *provided*, *however*, the reasonable labor charge associated with such repair shall be deemed to be the actual and documented base pay of the person providing such labor plus 20% of such base pay. The base pay charged shall not include any cost for overhead (except for such 20% markup), profit or margin. If at any time, Seller is on-site, Seller shall be entitled to take-over from Buyer any ongoing repair of any defect in workmanship.

(d) In all cases, Seller's reasonable diagnosis of a defect shall be conclusive as to the repairs required under this warranty.

(e) Each of Seller and Buyers shall designate an individual to receive warranty-related notices and coordinate warranty coverage determinations, repair or replacement services and payments on such Party's behalf, and each Party shall, from time to time, notify the other Parties in writing of the name and contact information for such individual.

7.2 **Warranty of Other Manufacturers' Products.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND DISCLAIMS ANY RESPONSIBILITY FOR ANY COMPONENT PARTS OR ACCESSORIES SOLD HEREUNDER WHICH ARE NOT MANUFACTURED BY SELLER. To the fullest extent

permitted by law and by the manufacturers, Seller extends to each Buyer the manufacturer's warranty given to Seller by the manufacturer(s) of said component parts and accessories, but Seller does not guarantee those warranties. Claims under any manufacturer's warranty shall be made in accordance with the manufacturer's requirements regarding the return, repair, or replacement. Seller agrees to use all reasonable efforts and to cooperate with each Buyer in processing any such claims.

7.3 **Limitation of Warranty.** The warranties contained herein do not apply (i) to repairs or replacements required because of accident, misuse, neglect, failure to maintain in accordance with manufacturer specifications, or causes other than ordinary use; (ii) to any portion of the Goods modified by or on behalf of the applicable Buyer; (iii) to design parameters and equipment selections mandated by such Buyer or user which are not in accordance with Seller's standard design and safety practices provided to such Buyer in writing; (iv) where manufacturer serial numbers or warranty decals have been removed or altered by or on behalf of such Buyer; (v) where Seller performed as directed by such Buyer, its agents or representatives and the warranty matter arises as a result of Seller's compliance with those directions unless such directions are consistent with Seller's or the manufacturer's procedures; (vi) where such Buyer fails to follow the recommended operating and maintenance procedures of the original equipment manufacturer; (vii) where such Buyer fails to maintain an industry-standard safety shutdown/alarm system; (viii) to normal wear and tear; (ix) to normal maintenance work or maintenance parts; (x) transportation charges for completed Goods; (xi) costs of installation or other labor charges relating to warranty of parts; (xii) where (A) Buyer does not conduct start-up procedures with respect to such Goods and (B) Seller is not invited to participate in start-up procedures after installation of the Goods; (xiii) to the overall operations of any systems in which the Goods constitute a component; or (xiv) duty, taxes or any other charges relating to the warranty.

7.4 **Disclaimer of Non-Express Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SELLER DISCLAIMS ALL WARRANTIES ON THE GOODS AND SERVICES FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST REDHIBITORY DEFECTS OR VICES. EACH BUYER ACKNOWLEDGES AND ACCEPTS THE EXPRESS WARRANTIES AS ITS SOLE REMEDY WITH RESPECT TO THE GOODS AND SERVICES. THE EXPRESS WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF THE SELLER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE GOODS SOLD AND SERVICES PROVIDED HEREUNDER.

ARTICLE VIII.
INDEMNIFICATION

8.1 **Indemnity.** In this Agreement, "***Claims***" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement. With respect to any Party, such Party's "***Indemnitees***" shall mean (i) its respective parent, subsidiaries and affiliated or related companies; (ii) its and their respective working interest owners, co-lessees, co-owners, partners, joint operators, customers, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies and (iii) the respective officers, directors, employees, and consultants of all of the foregoing.

(a) Seller shall release, indemnify, defend and hold harmless each Buyer and its Indemnitees from and against any and all Claims brought by, through or derived from any member of Seller or its Indemnitees or their respective Indemnitees' contractors or subcontractors or their respective

employees and consultants with respect to loss, destruction or damage of the property of Seller or its Indemnitees or their respective contractors or subcontractors or their respective employees and consultants, or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Seller's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees, consultants, agents or invitees.

(b) Each Buyer jointly and severally shall release, indemnify, defend and hold harmless Seller and its Indemnitees from and against any and all Claims brought by, through or derived from any member of such Buyer's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees, and consultants with respect to loss, destruction or damage of the property of such Buyer or its Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees and consultants, or with respect to personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member such Buyer or its Indemnitees or their respective contractors or subcontractors or their respective employees or consultants. Buyer's indemnity with respect to loss, destruction or damage to its property applies to the Goods as soon as and upon transfer of risk of loss and title as set forth in Section 5.1 herein, notwithstanding Seller's retention of a security interest in the Goods until such time as it receives full and final payment.

8.2 Each Party covenants and agrees to support the mutual indemnity obligations contained in Sections 8.1(b) and (c) above, by carrying insurance (or qualified self-insurance) of the types and in the amounts not less than those specified in Article IX of this Agreement, for the benefit of the other Parties.

8.3 THE ASSUMPTIONS AND EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE VIII SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY OR PARTY'S INDEMNITEES, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND THEIR INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

8.4 WITH RESPECT TO THIS ARTICLE, BOTH PARTIES AGREE THAT THIS LANGUAGE COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

ARTICLE IX.
INSURANCE

9.1 **Insurance.** Upon written request, each Party shall furnish to the other Parties certificates of insurance evidencing the fact that adequate insurance to support each Party's obligations hereunder has been secured. To the extent of each Party's indemnity and release obligations hereunder, each Party agrees that its respective insurance policies shall (i) be primary to the other Parties' and their respective

Indemnitees' insurance; (ii) name the other Parties and their respective Indemnitees as additional insureds and (iii) be endorsed to waive subrogation against the other Parties and their respective Indemnitees.

ARTICLE X.
LIMITATION OF LIABILITY

10.1 **Limitation of Liability**. The remedies of each Buyer set forth herein are exclusive, and the total liability of the Seller's Indemnitees and the manufacturers of Goods with respect to this Agreement and the Goods and services furnished hereunder, and in connection with the performance or breach thereof, and from the manufacture, sale, delivery, installation, repair, replacement or technical direction or services covered by or furnished under this Agreement, whether based on contract, warranty, tort, negligence, indemnity, strict liability, products liability or otherwise, shall not exceed the purchase price of the Goods or services upon which such liability is based provided, however, that the limitation of liability set forth in this Article X shall not apply to Claims which are the subject matter of Section 2.2(c) or the indemnity provisions set forth in Article VIII.

10.2 **Waiver of Consequential Damages**. NONE OF THE BUYERS' RESPECTIVE INDEMNITEES NOR SELLER'S INDEMNITEES NOR MANUFACTURERS OF COMPONENTS OF THE GOODS SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE GOODS SOLD OR SERVICES SUPPLIED HEREUNDER, WHETHER BASED UPON LOST GOODWILL, LOST REVENUE OR ANTICIPATED PROFITS (EXCEPT THOSE INCLUDED IN THE PRICE OF THE GOODS), INTEREST, LOSS OF USE, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION OF THE GOODS, LOSS OF USE OF POWER SYSTEM, COST OF PURCHASE OF REPLACEMENT POWER, OR CLAIMS OF ANY BUYER OR CUSTOMERS OF ANY BUYER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, SOLE OR CONCURRENT NEGLIGENCE, INDEMNITY (OTHER THAN AS PROVIDED IN ARTICLE VIII OF THIS AGREEMENT), STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EXCEPT TO THE EXTENT ANY SUCH PARTY SUFFERS SUCH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH DEFENDING SUCH DAMAGES) PAID OR PAYABLE TO A THIRD PARTY, WHICH DAMAGES SHALL NOT BE EXCLUDED BY THIS PROVISION AS TO RECOVERY HEREUNDER.

ARTICLE XI.
INTELLECTUAL PROPERTY

11.1 **Indemnification.** Each Party shall be responsible for and hold harmless and indemnify each other Party's Indemnitees against Claims arising from infringement or alleged infringements of patents, copyrights or trademarks of the United States or other countries covering the property, equipment, methods or processes furnished or directed by such Party.

11.2 **Rights.** The Parties acknowledge and agree that all right, title and interest in or to any invention, technology, work or other matter that is created, discovered, invented or developed solely by Seller or either Buyer and incorporated or used in the design or manufacture of the Goods (the "**Sole Intellectual Property**") will be the sole and exclusive property of the applicable Buyer or Seller, as the case may be, and the other Parties shall not have any ownership, license or other interest in the Sole Intellectual Property and shall not use such Sole Intellectual Property in the design or manufacture of

equipment and other goods for the use of third parties without prior written consent of the applicable other Party. The Parties acknowledge and agree that all right, title and interest in or to any invention, technology, work or other matter that is jointly created, discovered, invented or developed by Seller and either Buyer and incorporated or used in the design or manufacture of the Goods (the "**Joint Intellectual Property**") will be the joint property of the Parties and such Joint Intellectual Property shall be governed by the rights and obligations of the Parties under the Joint Intellectual Property Agreement, dated as of the date hereof, among Seller, Exterran Corporation and AROC Corp. of even date herewith.

ARTICLE XII.
GENERAL PROVISIONS

12.1 **Packaging.** With respect to each Order, the Goods shall be packed according to Seller's standard packaging standards, unless Seller and the applicable Buyer expressly agree to the contrary in writing.

12.2 **Setoffs.** No Party shall set off against any amounts due to any other Party hereunder amounts claimed by any Party against the other Parties for any reason whatsoever.

12.3 **Assignability**. No Party hereto may directly or indirectly assign, including by contract or by merger, acquisition, consolidation, dissolution or otherwise (irrespective of whether such Party is the surviving entity), its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Parties hereto. The rights and obligations of a party to this Agreement shall inure to any permitted assignee of such party.

12.4 **Governing Law; Dispute Resolution.** This Agreement (and any Claims or disputes arising out of or related hereto or to the transactions contemplated hereby and thereby or to the inducement of any Party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Article VI and Section 9.5 of the Separation and Distribution Agreement.

12.5 **Notices.** All notices, requests, Claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address as shall be specified in a notice given in accordance with this Section 12.5):

If to Archrock Services, L.P.:

Archrock Services, L.P.
16666 Northchase Dr.
Houston, Texas 77061
Attention: General Counsel
Fax: (281) 836-8060

If to Archrock Field Services LLC, to:

Archrock Field Services LLC
16666 Northchase Dr.
Houston, Texas 77061
Attention: General Counsel
Fax: (281) 836-8060

If to Seller:

Exterran Energy Solutions, L.P.
4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-7953

Each Buyer may, by notice to Seller, and Seller may, by notice to each Buyer, change the address and contact person to which any such notices are to be given.

12.6 **Waiver of Default.** Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of such Party. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

12.7 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

12.8 **Electronic Transaction, Counterparts.** Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof). This Agreement may be executed in any number of counterparts, and each counterparty hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

12.9 **Compliance with Laws.** Each Buyer warrants that it will comply with all applicable international, federal, state and local laws and regulations related to the purchase, use and resale of the Goods, including those governing export control, unfair competition, corrupt practices and anti-discrimination.

12.10 **Entire Agreement.** This Agreement, and the exhibits, annexes and schedules hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations

with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

12.11 **Acceptance of Waivers and Limitations.** Each Buyer acknowledges that: (i) it is a sophisticated purchaser of goods and services of the type described herein, (ii) it and its legal counsel have been afforded the opportunity to review and participate in the negotiation and settlement of this Agreement, (iii) it fully understands the nature and extent of the waivers and limitations on such Buyer's rights and remedies set out herein and it accepts such waivers and limitations, and (iv) any rule of construction to the effect that any ambiguity contained herein is to be resolved against a drafting Party shall not be applicable to the interpretation of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ARCHROCK SERVICES, L.P.

By: _____
Name:
Title:

ARCHROCK FIELD SERVICES LLC

By: _____
Name:
Title:

EXTERRAN ENERGY SOLUTIONS, L.P.

By: _____
Name:
Title:

Exhibit 10.5

FORM OF MASTER SERVICES AGREEMENT

This Master Services Agreement (this "***Agreement***") is made and entered into this [·] day of [·], 2015, by and between, Exterran Energy Solutions, L.P., a Delaware limited partnership ("***Contractor***") and Archrock Services, L.P., a Delaware limited partnership ("***Company***"). Company and Contractor are hereafter sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, the Parties are party to that certain Separation and Distribution Agreement, by and among Exterran Holdings, Inc. (to be renamed Archrock, Inc.), Exterran General Holdings LLC, Exterran Energy Solutions, L.P., Exterran Corporation, AROC Corp., EESLP LP LLC, AROC Services GP LLC, AROC Services LP LLC, and Archrock Services, L.P., dated as of [·], 2015 (the "***Separation and Distribution Agreement***");

WHEREAS, Contractor is engaged in certain business activities, including the provision of integrated project services (including providing engineering services), and the fabrication of compressors (including providing related commissioning and start-up and preservation services);

WHEREAS, Company and its subsidiaries desire to employ Contractor from time to time to provide engineering services and commissioning and start-up and preservation services related to the purchased fabricated equipment, compressors and engines from Contractor, as more specifically set forth in the applicable order for Work (as defined below); and

WHEREAS, Contractor is interested in performing Work for Company in accordance with this Agreement and in the scope of its usual business.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, conditions, terms and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties mutually agree as set forth below:

1. **PURPOSE.**

Contractor hereby agrees to provide to Company (or its subsidiaries), and Company agrees to purchase (or cause its subsidiaries to purchase) from Contractor, (i) the engineering services set forth in Schedule I hereto (the "***Engineering Services***"), (ii) commissioning and start-up services set forth in Schedule II hereto (the "***Commissioning and Start-up Services***") and (iii) the preservation services set forth in Schedule III hereto (the "***Preservation Services***" and, together with the Engineering Services and the Commissioning and Start-up Services, the "***Work***"), in each case in exchange for the compensation set forth in, and subject to the other terms of, this Agreement and the applicable Schedule.

2. **TERM OF THIS AGREEMENT.**

A. This Agreement shall become effective upon execution by both Parties. Orders for Work issued pursuant to this Agreement shall become effective and binding upon Contractor upon the earlier to occur of (i) Contractor's express written acceptance or (ii) Contractor's provision of Work to Company.

B. This Agreement and any associated orders for Work shall remain in full force and effect until terminated by either Party by giving the other Party thirty (30) days written notice of termination, *provided*, *however*, that Contractor shall not be entitled to terminate this Agreement and any associated orders for Work during any period when there are any ongoing Work order(s) that have not been fully completed or fulfilled by Contractor, unless: (i) Company is in material breach of this Agreement, (ii)

Contractor has provided ten (10) days written notice of such material breach to Company and (iii) Company fails to cure such material breach within ten (10) days of the receipt of Contractor's notice. In the event of termination of this Agreement or any associated order for Work:

(i) neither Party shall be relieved of its respective obligations and liabilities arising from or incident to Work performed prior to the date of such termination or being performed under an order for Work not so terminated by the Parties. Notwithstanding the foregoing, in no event shall Contractor be obligated to continue Work when it has reason to suspect that Company is unwilling or unable to pay;

(ii) in addition to any amounts recoverable pursuant to Paragraph 3(D), Company shall pay all monies due for that part of Work performed prior to such termination, plus reasonable costs actually incurred or committed to by Contractor (such as costs which are not cancelable or recoverable or for specially engineered or manufactured equipment) and demobilization costs, if applicable. Company shall pay all such amounts within forty-five (45) days of its receipt of Contractor's invoice without abatement, reduction or set-off of any nature, including, without limitation, any abatement, reduction or set off thereof arising out of any present or future claim Company may have against Contractor; and

(iii) all rights and obligations hereunder or thereunder, as applicable, shall terminate, and neither Party shall have any further obligation or liability to the other Party hereunder or thereunder, as applicable, except for liabilities that accrue or are incurred prior to or upon termination and any other rights, obligations, or liabilities that expressly or logically survive termination of the Agreement or the applicable order for Work, including without limitation those with respect to payment, taxes, insurance, indemnification, waiver of consequential damages, warranty, limitations of liability and confidentiality.

3. **PAYMENT FOR SERVICES.**

A. The consideration to be paid by Company to Contractor for any Work performed pursuant to this Agreement shall be in accordance with the applicable Schedule relating to such Work attached hereto, or as otherwise mutually agreed between the Parties in writing.

B. Contractor shall submit an invoice(s) to Company covering charges for Work performed, and, unless alternate payment terms are specified or approved in writing by Contractor's credit department, Company shall pay each such invoice within forty-five (45) days of its receipt by Company.

C. In the event Company disputes any invoice in whole or in part, Company shall notify Contractor of the dispute as soon as practicable, but in no event later than forty-five (45) days from receipt of such invoice, and shall pay the undisputed portion in accordance with Section 3(B) above

without abatement, reduction or set off of any nature, including, without limitation, any abatement, reduction or set off thereof arising out of any present or future claim Company may have against Contractor. Company and Contractor shall promptly endeavor to settle and adjust any disputed amount forthwith.

D. Any cancellation by Company of an order for Work after such order has been accepted by Contractor shall be subject to a restocking charge of fifteen (15%), plus any packing, transportation or other costs actually incurred. Additionally, products specially built or manufactured to Company specifications, or orders for substantial quantities manufactured specially for Company, may only be canceled by Company subject to payment of a cancellation fee by Company. Any return of products to Contractor shall be

subject to Contractor's approval and to such products being in the same condition as when they originally left Contractor's facility for shipment to Company.

E. Invoices remaining unpaid after forty-five (45) days shall accrue interest at a rate per annum equal to the Prime Rate plus one and one-half percent (1.5%) or the maximum rate permitted by law. "Prime Rate" means the rate announced from time to time by Wells Fargo (or any successor thereto or other major money center or commercial bank agreed to by the parties hereto) at its New York, New York office as its prime rate or base rate for U.S. Dollar loans in the United States of America in effect on the date of determination. In the event invoices are given to an attorney, collection agency, or other collector for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy, or other judicial proceeding, then Company shall pay to Contractor costs of collection, including reasonable attorney's or collector's fees and court costs, in addition to other amounts due.

F. If Company's internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Contractor, it shall timely issue such purchase order to Contractor. Company agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Company's obligations hereunder, including, without limitation, payment of amounts owed to Contractor.

4. **TAXES.**

Company shall pay to Contractor, in addition to the prices provided for herein, any foreign or domestic duty, sales or use tax, manufacturer's tax, occupation tax, excise tax, value-added tax, gross receipts, custom, inspection or testing fee, or any other fee, tax or charge ("***Tax***") that Contractor may be required by any municipal (including, without limitation, special taxing authority), state, county, city, federal or foreign government law, rule, regulation or order to collect or pay with respect to the sale, transportation, storage, delivery, installation or use of the Work provided hereunder. Notwithstanding the above, Contractor shall not collect, and Company shall not pay, any such Tax for which Company furnishes to Contractor an applicable and properly completed exemption certificate, resale certificate, direct payment permit certificate or for which Contractor may claim an available exemption from Tax, such as exemption for export. Company shall be responsible for any Tax, penalty, and interest if such exemption certificate or direct payment permit certificate is later held by any proper authority to be invalid. Further, Contractor shall not collect and Company shall not pay any Tax based on or measured by the net income or net worth of Contractor, or any employment related Tax of Contractor. In the event Contractor executes a waiver of the statute of limitations, which includes in whole or part the Work in this Agreement, in connection with an audit conducted by a proper Governmental Authority, the statute of limitations shall not apply to the obligation of Company to reimburse taxes, penalties and/or interest to Contractor under this section.

5. **CONTRACTOR'S WARRANTY.**

A. With respect to the Engineering Services, subject to the limitations provided in this Agreement, for a period of 12 months from the date of completion of the Work, Contractor warrants that the services were performed in a good and workmanlike manner. In the event that Contractor's services fail to comply with the foregoing standard, then as Company's sole remedy for such non-conformance, Contractor shall re-perform such non-conforming services for which Company provided prompt written notice prior to the expiration of the warranty period set forth herein. In the event that Contractor cannot (or chooses not to in its sole discretion) re-perform the services, Contractor shall refund the fees paid with respect to the non-conforming services (but

only to the extent the non-conforming service is brought to Contractor's attention in writing by Company prior to the expiration of the warranty period set forth herein).

B. With respect to Commissioning and Start-up Services and Preservation Services, subject to the limitations provided in this Agreement, for a period of ninety (90) days from the date of completion of services or delivery of parts, materials and/or products, Contractor warrants that the services, parts, materials and/or products to be provided pursuant to the provisions of this Agreement as part of the Commissioning and Start-up Services or Preservation Services shall conform to the specifications set forth in the relevant order for Work (*provided*, *however*, that in the case of Preservation Services, Contractor shall not be required to guarantee preservation of the equipment, unless otherwise specified in the relevant order for Work), and if not so specified, such services shall be performed in a good and workmanlike manner and the parts, materials and/or products shall be free from defects in material and workmanship. In the event that Contractor's services, parts, materials and/or products fail to comply with the applicable foregoing standard, then as Company's sole remedy for such non-conformance, Contractor, in its sole but reasonable discretion (i) in the case of services, shall re-perform such non-conforming services, or (ii) in the case of parts, materials and/or products, shall repair or replace such non-conforming parts, materials, and/or products with the type originally furnished or if no longer reasonably available, a reasonable substitute. In the event that Contractor cannot, or chooses not to satisfy (i) and/or (ii) as applicable, Contractor shall refund the fees paid with respect to the non-conforming services, parts, materials and/or products (but only to the extent (i) and/or (ii), as applicable, is brought to Contractor's attention in writing by Company prior to the expiration of the warranty period set forth herein).

C. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND DISCLAIMS ANY RESPONSIBILITY FOR ANY PARTS, MATERIALS, OR PRODUCTS SOLD HEREUNDER WHICH ARE NOT MANUFACTURED BY CONTRACTOR. To the fullest extent permitted by law and by the manufacturers, Contractor shall assign to Company any assignable manufacturer's warranty given to Contractor by the manufacturer(s) of said parts, materials and/or products but Contractor does not guarantee those warranties or in any way represent or warrant that any such manufacturer's warranties are enforceable or effective to remedy any defect in those parts, materials or products. Claims under any manufacturer's warranty shall be made by Company in accordance with the manufacturer's requirements. Contractor agrees to use all reasonable efforts and to cooperate with Company in processing any such claims.

D. The warranties contained herein do not apply (i) to repairs or replacements required because of accident, misuse, neglect, failure to maintain in accordance with manufacturer specifications, or causes other than ordinary use, (ii) to any portion of the Work modified by or on behalf of Company, (iii) where manufacturer serial numbers or warranty decals have been removed or altered, (iv) where Contractor performed as directed by Company, its agents or representatives and the warranty matter arises as a result of Contractor's compliance with those directions, (v) where Company fails to follow the recommended operating and maintenance procedures of the original equipment manufacturer, (vi) where Company fails to maintain an industry-standard safety shutdown/alarm system, (vii) to normal wear and tear; (viii) to normal maintenance work or maintenance parts; (ix) costs of installation or other labor charges relating to warranty of parts; (x) where (A) the Company does not conduct start-up procedures with respect to such Work and (B) Contractor is not invited to participate in start-up procedures after installation of the Work or (xi) to the overall operations of any systems in which the Work constitute a component; or (xii) duty, taxes or any other charges relating to the warranty.

E. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES ON THE WORK FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST REDHIBITORY DEFECTS OR VICES. COMPANY ACKNOWLEDGES AND ACCEPTS THE EXPRESS WARRANTIES AS ITS SOLE REMEDY WITH RESPECT TO THE WORK. IF ANY WARRANTIES ARE IMPLIED BY APPLICABLE LAW WITH RESPECT TO THE WORK AND CANNOT BE CONTRACTUALLY EXCLUDED, THE PARTIES AGREE THAT CONTRACTOR'S LIABILITY FOR A BREACH OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO, IN CONTRACTOR'S SOLE BUT REASONABLE DISCRETION, (i) IN THE CASE OF SERVICES, THE REPERFORMANCE OF

SUCH SERVICES, OR (ii) IN THE CASE OF PARTS, MATERIALS AND/OR PRODUCTS, THE REPAIR OR REPLACEMENT OF SUCH PARTS, MATERIALS AND/OR PRODUCTS WITH THE TYPE ORIGINALLY FURNISHED OR, IF NO LONGER REASONABLY AVAILABLE, A REASONABLE SUBSTITUTE, OR (iii) IF CONTRACTOR SO ELECTS, A REFUND OF THE FEES PAID WITH RESPECT TO THE SUBJECT SERVICES, PARTS, MATERIALS AND/OR PRODUCTS, WHICH SHALL BE PAID WITHIN TEN (10) DAYS OF CONTRACTOR'S RECEIPT FROM COMPANY OF THE SUBJECT PARTS, MATERIALS AND/OR PRODUCTS OR WRITTEN DEMAND FOR A REFUND OF FEES PAID FOR THE SUBJECT SERVICES. NOTWITHSTANDING THE FOREGOING, THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR. FOR AVOIDANCE OF DOUBT, GROSS NEGLIGENCE SHALL MEAN, WHEN VIEWED OBJECTIVELY, AN ACT OR OMISSION INVOLVING AN EXTREME DEGREE OF RISK WITH THE ACTOR ACTUALLY KNOWING THE GRAVE PERIL HE IS CREATING AND PROCEEDING NONETHELESS AND WILLFUL MISCONDUCT SHALL MEAN WHEN THERE IS A DESIGN, PURPOSE OR INTENT TO DO WRONG.

6. LIABILITIES, RELEASES AND INDEMNIFICATION.

A. For the purpose of this Agreement, the following definitions shall apply:

(i) "***Contractor Group***" shall mean: (a) Contractor, its parent, subsidiaries and affiliated or related companies, (b) its and their co-owners, partners, joint operators, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies, and (c) the officers, directors, employees, and consultants of all of the foregoing.

(ii) "***Company Group***" shall mean: (a) Company, its parent, subsidiaries and affiliated or related companies, (b) its and their working interest owners, co-lessees, co-owners, partners, joint operators, customers, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies, and (c) the officers, directors, employees, and consultants of all of the foregoing.

(iii) "***Claims***" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement.

B. Contractor shall release, indemnify, defend and hold Company Group harmless from and against any and all Claims brought by, through or derived from any member of Contractor Group or Contractor Group's subcontractors or their employees with respect to loss, destruction or damage of the property of Contractor Group or Contractor Group's subcontractors or their employees, or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Contractor Group or Contractor Group's subcontractors or their employees.

C. Company shall release, indemnify, defend and hold Contractor Group harmless from and against any and all Claims brought by, through or derived from any member of Company Group or Company Group's other contractors and subcontractors or their respective employees with respect to loss, destruction or damage of the property of Company Group or Company Group's other contractors and subcontractors or their respective employees or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Company Group or Company Group's other contractors and subcontractors or their respective employees.

D. Each Party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs 6(B) and 6(C) above, by carrying insurance (or qualified self-insurance) of the types and in the amounts not less than those specified in Article 9 of this Agreement, for the benefit of the other Party.

E. Notwithstanding anything contained in this Agreement to the contrary, and to the maximum extent permitted under law, Company shall release, indemnify, defend and hold Contractor Group harmless from and against any and all Claims resulting from: (i) pollution or contamination of any kind (other than surface spillage of fuels or chemicals emanating from Contractor's Equipment to the extent attributable solely to the negligence of Contractor Group) including, without limitation, the cost of control, removal and clean-up; and/or (ii) any hazardous substance, hazardous material, oil and constituents thereof, or hazardous waste regulated by any federal, state or local law or regulation.

F. EXCEPT TO THE EXTENT STATED TO THE CONTRARY HEREIN, THE ASSUMPTIONS AND EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE 6 SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND THEIR RESPECTIVE GROUPS, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

G. WITH RESPECT TO THIS ARTICLE 6, BOTH PARTIES AGREE THAT THIS LANGUAGE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

7. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND ITS OR THEIR GROUPS, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

THE PARTIES FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY SHALL ALSO EXTEND TO EACH PARTY'S PARENT, SUBSIDIARY, AFFILIATED AND RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

8. LIMITATION OF LIABILITY.

THE REMEDIES OF COMPANY SET FORTH HEREIN ARE EXCLUSIVE, AND EXCEPT IN THE CASE OF CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF CONTRACTOR AND THE MANUFACTURERS OF WORK WITH RESPECT TO THIS AGREEMENT AND WORK FURNISHED HEREUNDER, AND IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, AND FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR, REPLACEMENT OR TECHNICAL DIRECTION OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY (OTHER THAN AS PROVIDED IN ARTICLE 6 OF THIS AGREEMENT), STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE WORK UPON WHICH SUCH LIABILITY IS BASED.

9. INSURANCE.

A. At any and all times during the term of this Agreement, unless otherwise prohibited by law, each Party shall, at its sole expense, equally carry with solvent and reputable insurance carriers, insurance of the types and in the minimum amounts set forth below, subject to policy terms, conditions and exclusions. Any and all deductibles in the insurance policies described below shall be assumed by, for the account of and at the sole risk of the Party carrying such insurance.

(i) **Commercial General Liability Insurance**, including, without limitation, contractual liability and products liability coverage, insuring the indemnity provisions set forth in this Agreement and subject to standard terms and conditions, affording minimum protection of not less than U.S. $1,000,000 per occurrence combined single limit bodily injury, personal injury, sickness or death and loss of or damage to property.

(ii) **Workers' Compensation Insurance** including, without limitation, statutory and occupational disease coverage required under applicable law, which may include the United States Longshoremen & Harborworkers Act, the Federal Employers Liability Act, the Jones Act and the Outer Continental Shelf Lands Act.

(iii) **Employers' Liability Insurance** affording minimum protection of not less than U.S. $1,000,000 per occurrence of accident for bodily injury by accident, U.S. $1,000,000 per occurrence of employee bodily injury by disease, and U.S. $1,000,000 policy annual aggregate covering any employee of the named insured.

(iv) **Automobile Liability Insurance** covering owned, non-owned or hired vehicles affording minimum protection of not less than U.S. $1,000,000 per occurrence combined single limit bodily injury or death and loss of or damage to property.

(v) **Excess Liability Insurance** over that required in Paragraphs (A)(i), A(iii) and A(iv) above with minimum limits of U.S. $4,000,000 and specifically including contractual liability.

B. To the extent of the defense, indemnity and release obligations expressly assumed by the named insured Party hereunder, each such Party agrees that its insurance policies shall: (i) be primary to the other Party's insurance; (ii) name the other Party and its Group (as defined in Article 6) as additional insureds (except Workers' Compensation), as applicable; and (iii) be endorsed to waive subrogation against the other Party and its Group.

C. Each Party shall furnish certificates of insurance to the other Party evidencing the insurance required herein.

D. The types and amounts of insurance required herein shall in no way limit either Party's indemnity obligations as stated elsewhere in this Agreement.

10. **INDEPENDENT CONTRACTOR.**

It is expressly understood that Contractor is an independent contractor and that neither Contractor nor anyone employed by Contractor shall be deemed for any purpose under this Agreement to be an employee, agent, partner, servant or representative of Company.

11. **FORCE MAJEURE.**

If either Party is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, other than the obligations to release, defend, indemnify and pay money (including Contractor's standby rate, if applicable), then upon such Party giving notice and particulars in writing to the other Party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "***Force Majeure***" shall mean, with respect to a Party, an event beyond the control of such Party (or any person acting on its behalf), which by its nature could not have been reasonably foreseen by such Party (or such person) or, if it could have been reasonably foreseen, was unavoidable, and, subject to the foregoing definition includes, but is not limited to, acts of God, storms, floods, riots, labor unrest, pandemics, nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution or transportation facilities. If a Force Majeure event exceeds thirty (30) days, then either Party may, upon five (5) days written notice to the other Party, cancel the Work under the applicable order for Work, subject to payment of termination fees as set forth in Paragraphs 2(B) and 3(D) (in the case of Company) or if the Parties agree to resume the Work, then Contractor shall have the right to renegotiate its prices to suit the then current economic and business conditions.

12. **SEVERABILITY.**

If any provision of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provisions to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

13. **NOTICES.**

All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Article 13):

If to Company, to:

Archrock Services, L.P.
16666 Northchase Dr.
Houston, Texas 77060
Attention: General Counsel
Fax: (281) 836-8060

If to Contractor, to:

Exterran Energy Solutions, L.P.
4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-7953

Any Party may, by notice to the other Party, change the address and contract person to which any such notices are to be given. "***Business Day***" shall mean any day that is not a Saturday, Sunday or any other day on which banking institutions located in the State of Texas are required or authorized by law to be closed, in which such event the period runs until the end of the next Business Day.

14. **ASSIGNABILITY.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; *provided, however*, that no Party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Parties hereto.

15. **GOVERNING LAW.**

This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby and thereby or to the inducement of any Party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed in accordance with the laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies. Any dispute,

controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Article VI and Section 9.5 of the Separation and Distribution Agreement.

16. **HEALTH, SAFETY AND ENVIRONMENTAL.**

A. Company shall provide clean, de-energized, properly isolated and if applicable, decontaminated equipment for the performance of the Work. Company is responsible for charges related to Contractor's standby time (in accordance with the pricing detailed in the written order for Work or, if not so detailed, in accordance with Contractor's published price list in effect at the time and in the specific location where the Work is requested) while Contractor waits for equipment to be properly prepared. Company shall provide Contractor with information regarding current hazards and specific procedures that may affect Contractor employees while on-site prior to Contractor conducting Work activities.

B. In the event Company requires Contractor to complete specific and/or unique safety training other than regulatory or Contractor's standard training requirements, Company shall be responsible for all charges related thereto.

C. Contractor shall have the right to stop any Work due to unsafe conditions and practices by Company or third parties. Company shall be responsible for charges related to such work stoppage.

D. Contractor shall not be responsible for disposal of waste resulting from the Work, whether hazardous or otherwise; however, Contractor shall place waste in receptacles provided by Company for the purpose of disposal of any such waste. If Company fails to timely provide such receptacles, Contractor shall have the right, but not the obligation, in Contractor's sole but reasonable discretion, to (i) stop any Work until such receptacles are supplied, (ii) supply an alternative receptacle and/or (iii) dispose of the waste, all at Company's risk and expense.

E. Contractor shall be responsible for the case management of its own employees. Contractor is solely responsible for determinations regarding OSHA recordability.

17. **MISCELLANEOUS.**

A. This Agreement, and the exhibits, annexes and schedules hereto, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter other than those set forth or referred to herein.

B. Neither execution of this Agreement, nor anything contained herein, shall (i) obligate Company to order Work from Contractor nor (ii) obligate Contractor to accept Work from Company.

C. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced.

D. It is specifically understood that all Work shall be performed subject to all the terms and conditions of this Agreement, and, in the event that any additional or conflicting terms and conditions are set forth in Contractor's or Company's purchase orders, field work orders,

work tickets, invoices, statements, or any other type of memoranda or other documents used by either Party, whether oral or written, such additional or conflicting terms and conditions are not made part of this Agreement and shall not apply with respect to the Work. Each order for Work shall together with this Agreement, form an individual contract and the terms of such order for Work shall only be applicable with respect to describing (i) the scope of Work applicable to a particular item of Work and (ii) pricing, and shall not otherwise expand upon or modify the terms of this Agreement, including, without limitation, the warranties, indemnification or limitations of liability provisions contained herein.

E. "Contractor" and "Company" as used in this Agreement shall include the heirs, executors, administrators, successors and/or permitted assigns of such Parties. Except as otherwise provided elsewhere in this Agreement, nothing in this Agreement may be read or construed to entitle any person other than the Parties to assert any Claim under this Agreement. If more than one Company entity executes this Agreement, or if a subsidiary or affiliate of Company is a party to an order for Work issued pursuant to this Agreement, each such Company, subsidiary or affiliate shall be jointly and severally liable for their obligations under this Agreement.

F. Title and risk of loss or damage to any parts, materials and/or products sold under this Agreement shall pass to Company upon oral, electronic or other written tender of delivery F.O.B. manufacturer's/supplier's facility (for parts, materials and/or products not in Contractor's inventory) or Ex Works Contractor's relevant facility (for parts, materials and/or products in Contractor's inventory) (INCOTERMS 2010) unless otherwise mutually agreed to in the applicable written order for Work. Any delivery dates quoted are approximate and shall depend on prompt receipt by Contractor of all information necessary to proceed with the parts, materials and/or products immediately and without interruption. If the Parties

agree in writing to require Contractor's delivery to Company's premises or jobsite, the price quoted and delivery is conditional upon free ingress and egress to the location and upon the location being readily accessible. Contractor reserves the right to make delivery in installments, provided that any delay with respect to any installment shall not affect any other installments. Any delivery of parts, materials and/or products that is delayed by causes within Company's control or due to Company's inability to accept delivery may be placed in storage by Contractor at Company's risk, and Company shall be responsible for all freight, storage, insurance, and other expenses incurred thereby. Company's receipt of parts, materials and/or products from carrier shall constitute a waiver of any claim for damage or shortage of parts, materials and/or products.

G. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party. Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

H. Company acknowledges the considerable investment of time, effort and money expended by Contractor to train and maintain its employees who will perform Work for Company under this Agreement. Company further acknowledges that the loss of said employees could materially negatively impact Contractor's ability to perform the Work contracted by Company. In consideration of these acknowledgements and of the Work performed by Contractor for Company, Company covenants and agrees that during the term of this

Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement, whichever terminates or expires last, ("***Restricted Period***"; a period of time that is mutually agreed upon by the Parties as being reasonable and appropriate given the subject, scope and circumstances of this Agreement), it will not directly or indirectly solicit, attempt to solicit or hire any Contractor employee who is currently employed by Contractor and is or has been directly involved in the performance of Work for Company[within the immediate prior two years ("***Key Personnel***"), and/or seek to terminate his or her employment with Contractor and commence an employment, contracting or consulting relationship with Company; provided, that nothing in this Section 17(H) shall prevent Company from hiring, contracting or consulting with Key Personnel that a Party has demonstrated is primarily hired, contracted or consulted with as a result of that Person's affirmative response to a general recruitment effort carried out through a public solicitation or general solicitation that does not specifically target any Key Personnel who was employed by Contractor. The Parties understand, acknowledge and agree, however, that this provision does not supersede the individual legal obligation that any Key Personnel may have as a result of the terms of any valid and legally enforceable non-competition and/or non-solicitation agreements entered into with Contractor. These agreements continue to be enforceable to the full extent allowed for in the respective jurisdiction(s), and no claim will be made by either Party that this section of this Agreement discharges the Key Personnel's personal legal obligations. The Parties agree that, because they anticipate it would be difficult to accurately measure Contractor's damages in the event Company violates this Paragraph 17(H) and hires a Key Personnel, Company shall pay to Contractor liquidated damages consisting of three times (3X) the amount of all compensation paid or to be paid by Contractor to its Key Personnel during the twelve (12) month period immediately preceding the violation by Company. In the event that the foregoing liquidated damages provision is unenforceable for any reason, Contractor nevertheless shall be entitled to recover its actual damages resulting from the breach and to seek any other injunctive or equitable relief to which it may be entitled.

I. All data, written information, drawings, documents, materials and results and all industrial property rights, patentable or non-patentable, which the Contractor may have prepared or obtained through or in the course of performing the Engineering Services shall be the Company's sole exclusive property (to the extent transferable without the consent of any third party (provided that Contractor shall use commercially reasonable efforts to procure such consent, but without the obligation to pay a fee therefor)), and all rights, title and interest to such will vest exclusively in Company promptly upon payment in full for such Engineering Services. All copies of such shall be transferred and delivered to the Company by the Contractor promptly after payment in full for such Engineering Services together with all data, written information, drawings, documents and materials, if any, furnished by the Company to the Contractor in connection with the Engineering Services.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written and warrant, individually, that they have the full right, power and authority to enter into this Agreement on behalf of the respective Parties.

"Company"	" Contractor"
ARCHROCK SERVICES, L.P.	**EXTERRAN ENERGY SOLUTIONS, L. P.**
By: _____	By: _____
Title: _____	Title: _____

Exhibit 10.6

FORM OF MASTER SERVICES AGREEMENT

This Master Services Agreement (this "***Agreement***") is made and entered into this [·] day of [·], 2015, by and between Archrock Services, L.P., a Delaware limited partnership ("***Contractor***"), and Exterran Energy Solutions, L.P., a Delaware limited partnership ("***Company***"). Company and Contractor are hereafter sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, the Parties are party to that certain Separation and Distribution Agreement, by and among Exterran Holdings, Inc. (to be renamed Archrock, Inc.), Exterran General Holdings LLC, Exterran Energy Solutions, L.P., Exterran Corporation, AROC Corp., EESLP LP LLC, AROC Services GP LLC, AROC Services LP LLC, and Archrock Services, L.P., dated as of [·], 2015 (the "***Separation and Distribution Agreement***");

WHEREAS, Contractor is engaged in certain business activities, including the contract operations and aftermarket services businesses in the United States;

WHEREAS, Company and its subsidiaries desire to employ Contractor from time to time to provide aftermarket services and/or the sale of parts, materials, supplies or other products offered by Contractor, as more specifically set forth in the applicable order for Work (as defined below); and

WHEREAS, Contractor is interested in performing Work for Company in accordance with this Agreement and in the scope of its usual aftermarket services business.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, conditions, terms and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties mutually agree as set forth below:

1. **PURPOSE.**

Contractor hereby agrees to provide to Company (or its subsidiaries), and Company agrees to purchase (or cause its subsidiaries to purchase) from Contractor, (i) the make-ready services set forth in Schedule I hereto (the "***Make-Ready Services***"), (ii) the commissioning and start-up services set forth in Schedule II hereto (the "***Commissioning and Start-up Services***"), (iii) the sale of parts, materials and/or products not included in the Make-Ready Services and the Commissioning and Start-up Services (the "***Sale of Parts***") and (iv) the preservation services set forth in Schedule III hereto (the "***Preservation Services***" and, together with the Make-Ready Services and the Commissioning and Start-up Services, the "***Work***"), in each case in exchange for the compensation set forth in, and subject to the other terms of, this Agreement and the applicable Schedule.

2. **TERM OF THIS AGREEMENT.**

A. This Agreement shall become effective upon execution by both Parties. Orders for Work issued pursuant to this Agreement shall become effective and binding upon Contractor upon the earlier to occur of (i) Contractor's express written acceptance or (ii) Contractor's provision of Work to Company.

B. This Agreement and any associated orders for Work shall remain in full force and effect until terminated by either Party by giving the other Party thirty (30) days written notice of termination, *provided*, *however*, that Contractor shall not be entitled to terminate this Agreement and any associated orders for Work during any period when there are any ongoing Work order(s) that have not been fully completed or fulfilled by Contractor, unless: (i) Company is in material breach of this Agreement, (ii)

Contractor has provided ten (10) days written notice of such material breach to Company and (iii) Company fails to cure such material breach within ten (10) days of the receipt of Contractor's notice. In the event of termination of this Agreement or any associated order for Work:

(i) neither Party shall be relieved of its respective obligations and liabilities arising from or incident to Work performed prior to the date of such termination or being performed under an order for Work not so terminated by the Parties. Notwithstanding the foregoing, in no event shall Contractor be obligated to continue Work when it has reason to suspect that Company is unwilling or unable to pay;

(ii) in addition to any amounts recoverable pursuant to Paragraph 3(D), Company shall pay all monies due for that part of Work performed prior to such termination, plus reasonable costs actually incurred or committed to by Contractor (such as costs which are not cancelable or recoverable or for specially engineered or manufactured equipment) and demobilization costs, if applicable. Company shall pay all such amounts within forty-five (45) days of its receipt of Contractor's invoice without abatement, reduction or set-off of any nature, including, without limitation, any abatement, reduction or set off thereof arising out of any present or future claim Company may have against Contractor; and

(iii) all rights and obligations hereunder or thereunder, as applicable, shall terminate, and neither Party shall have any further obligation or liability to the other Party hereunder or thereunder, as applicable, except for liabilities that accrue or are incurred prior to or upon termination and any other rights, obligations, or liabilities that expressly or logically survive termination of the Agreement or the applicable order for Work, including without limitation those with respect to payment, taxes, insurance, indemnification, waiver of consequential damages, warranty, limitations of liability and confidentiality.

3. **PAYMENT FOR SERVICES.**

A. The consideration to be paid by Company to Contractor for any Work performed pursuant to this Agreement shall be in accordance with the applicable Schedule relating to such Work attached hereto, or as otherwise mutually agreed between the Parties in writing.

B. Contractor shall submit an invoice(s) to Company covering charges for Work performed, and, unless alternate payment terms are specified or approved in writing by Contractor's credit department, Company shall pay each such invoice within forty-five (45) days of its receipt by Company.

C. In the event Company disputes any invoice in whole or in part, Company shall notify Contractor of the dispute as soon as practicable, but in no event later than forty-five (45) days from receipt of such invoice, and shall pay the undisputed portion in accordance with Paragraph 3(B) above without abatement, reduction or set off of any nature, including, without limitation, any abatement, reduction or set off thereof arising out of any present or future claim Company may have against Contractor. Company and Contractor shall promptly endeavor to settle and adjust any disputed amount forthwith.

D. Any cancellation by Company of an order for Work after such order has been accepted by Contractor shall be subject to a restocking charge of fifteen (15%), plus any packing, transportation or other costs actually incurred. Additionally, products specially built or manufactured to Company specifications, or orders for substantial quantities manufactured specially for Company, may only be canceled by Company subject to payment of a cancellation fee by Company. Any return of products to Contractor shall be

subject to Contractor's approval and to such products being in the same condition as when they originally left Contractor's facility for shipment to Company.

E. Invoices remaining unpaid after forty-five (45) days shall accrue interest at a rate per annum equal to the Prime Rate plus one and one-half percent (1.5%) or the maximum rate permitted by law. "Prime Rate" means the rate announced from time to time by Wells Fargo (or any successor thereto or other major money center or commercial bank agreed to by the parties hereto) at its New York, New York office as its prime rate or base rate for U.S. Dollar loans in the United States of America in effect on the date of determination. In the event invoices are given to an attorney, collection agency, or other collector for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy, or other judicial proceeding, then Company shall pay to Contractor costs of collection, including reasonable attorney's or collector's fees and court costs, in addition to other amounts due.

F. If Company's internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Contractor, it shall timely issue such purchase order to Contractor. Company agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Company's obligations hereunder, including, without limitation, payment of amounts owed to Contractor.

4. **TAXES.**

Company shall pay to Contractor, in addition to the prices provided for herein, any foreign or domestic duty, sales or use tax, manufacturer's tax, occupation tax, excise tax, value-added tax, gross receipts, custom, inspection or testing fee, or any other fee, tax or charge ("***Tax***") that Contractor may be required by any municipal (including, without limitation, special taxing authority), state, county, city, federal or foreign government law, rule, regulation or order to collect or pay with respect to the sale, transportation, storage, delivery, installation or use of the Work provided hereunder. Notwithstanding the above, Contractor shall not collect, and Company shall not pay, any such Tax for which Company furnishes to Contractor an applicable and properly completed exemption certificate, resale certificate, direct payment permit certificate or for which Contractor may claim an available exemption from Tax, such as exemption for export. Company shall be responsible for any Tax, penalty, and interest if such exemption certificate or direct payment permit certificate is later held by any proper authority to be invalid. Further, Contractor shall not collect and Company shall not pay any Tax based on or measured by the net income or net worth of Contractor, or any employment related Tax of Contractor. In the event Contractor executes a waiver of the statute of limitations, which includes in whole or part the Work in this Agreement, in connection with an audit conducted by a proper Governmental Authority, the statute of limitations shall not apply to the obligation of Company to reimburse taxes, penalties and/or interest to Contractor under this section.

5. **CONTRACTOR'S WARRANTY.**

A. With respect to the Make-Ready Services, subject to the limitations provided in this Agreement, for a period of three (3) months from the date of startup or twelve (12) months from the date of shipment of parts, materials and/or products, whichever period expires first, Contractor warrants that the services shall be performed in a good and workmanlike manner and the parts, materials and/or products to be provided or refurbished pursuant to the provisions of this Agreement as part of the Make-Ready Services shall be free from defects in material and workmanship. In the event that Contractor's services, parts, materials and/or products fail to comply with the applicable foregoing standard (and in which case Company has provided prompt written notice prior to the expiration of the warranty period set forth herein), then as Company's sole remedy for such non-conformance, Contractor shall, in its sole but reasonable discretion, (i) in the case of services, re-perform such non-conforming services; and (ii) in the case of parts, materials and/or products, repair or replace the non-conforming parts, materials, and/or products with the type originally furnished or, if no longer reasonably available, a reasonable substitute. In the event that Contractor cannot, or chooses not to, satisfy (i) or (ii) above, (including for the reason that the equipment is now located outside of the United States), Contractor shall refund the fees paid with respect to the non-conforming services, parts, materials and/or products. This warranty for Make-Ready Services shall not apply to normal maintenance work or lack of normal maintenance work, consumable maintenance parts or normal wear and tear. Contractor's obligation under this warranty shall not include any transportation charges, cost of removal or installation, cost of obtaining access to the non-conforming item, duty, taxes or charges whatsoever.

B. With respect to Commissioning and Start-up Services, Sale of Parts and Preservation Services, subject to the limitations provided in this Agreement, for a period of ninety (90) days from the date of completion of services or delivery of parts, materials and/or products, Contractor warrants that the services, parts, materials and/or products to be provided pursuant to the provisions of this Agreement as part of the Commissioning and Start-up Services, Sale of Parts or Preservation Services shall conform to the specifications set forth in the relevant order for Work (*provided, however*, that in the case of Preservation Services, Contractor shall not be required to guarantee preservation of the equipment, unless otherwise specified in the relevant order for Work), and if not so specified, such services shall be performed in a good and workmanlike manner and the parts, materials and/or products shall be free from defects in material and workmanship. In the event that Contractor's services, parts, materials and/or products fail to comply with the applicable foregoing standard, then as Company's sole remedy for such non-conformance, Contractor, in its sole but reasonable discretion (i) in the case of services, shall re-perform such non-conforming services, or (ii) in the case of parts, materials and/or products, shall repair or replace such non-conforming parts, materials, and/or products with the type originally furnished or if no longer reasonably available, a reasonable substitute. In the event that Contractor cannot, or chooses not to, satisfy (i) and/or

(ii) as applicable, Contractor shall refund the fees paid with respect to the non-conforming services, parts, materials and/or products (but only to the extent (i) and/or (ii), as applicable, is brought to Contractor's

attention in writing by Company prior to the expiration of the warranty period set forth herein).

C. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND DISCLAIMS ANY RESPONSIBILITY FOR ANY PARTS, MATERIALS, OR PRODUCTS SOLD HEREUNDER WHICH ARE NOT MANUFACTURED BY CONTRACTOR. To the fullest extent permitted by law and by the manufacturers, Contractor shall assign to Company any assignable manufacturer's warranty given to Contractor by the manufacturer(s) of said parts, materials and/or products but Contractor does not guarantee those warranties or in any way represent or warrant that any such manufacturer's warranties are enforceable or effective to remedy any defect in those parts, materials or products. Claims under any manufacturer's warranty shall be made by Company in accordance with the manufacturer's requirements. Contractor agrees to use all reasonable efforts and to cooperate with Company in processing any such claims.

D. The warranties contained herein do not apply (i) to repairs or replacements required because of accident, misuse, neglect, failure to maintain in accordance with manufacturer specifications, or causes other than ordinary use, (ii) to any portion of the Work modified by or on behalf of Company, (iii) where manufacturer serial numbers or warranty decals have been removed or altered, (iv) where Contractor performed as directed by Company, its agents or representatives and the warranty matter arises as a result of Contractor's compliance with those directions, (v) where Company fails to follow the recommended operating and maintenance procedures of the original equipment manufacturer, (vi) where Company fails to maintain an industry-standard safety shutdown/alarm system, (vii) to normal wear and tear; (viii) to normal maintenance work or maintenance parts; (ix) costs of installation or other labor charges relating to warranty of parts; (x) to the overall operations of any systems in which the Work constitute a component; or (xi) duty, taxes or any other charges relating to the warranty.

E. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES ON THE WORK FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST REDHIBITORY DEFECTS OR VICES. COMPANY ACKNOWLEDGES AND ACCEPTS THE EXPRESS WARRANTIES AS ITS SOLE REMEDY WITH RESPECT TO THE WORK. IF ANY WARRANTIES ARE IMPLIED BY APPLICABLE LAW WITH RESPECT TO THE WORK AND CANNOT BE CONTRACTUALLY EXCLUDED, THE PARTIES AGREE THAT CONTRACTOR'S LIABILITY FOR A BREACH OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO, IN CONTRACTOR'S SOLE BUT REASONABLE DISCRETION, (i) IN THE CASE OF SERVICES, THE REPERFORMANCE OF SUCH SERVICES, OR (ii) IN THE CASE OF PARTS, MATERIALS AND/OR PRODUCTS, THE REPAIR OR REPLACEMENT OF SUCH PARTS, MATERIALS AND/OR PRODUCTS WITH THE TYPE ORIGINALLY FURNISHED OR, IF NO LONGER REASONABLY AVAILABLE, A REASONABLE SUBSTITUTE, OR (iii) IF CONTRACTOR SO ELECTS, A REFUND OF THE FEES PAID WITH RESPECT TO THE SUBJECT SERVICES, PARTS, MATERIALS AND/OR PRODUCTS, WHICH SHALL BE PAID WITHIN TEN (10) DAYS OF CONTRACTOR'S RECEIPT FROM COMPANY OF THE SUBJECT PARTS, MATERIALS AND/OR PRODUCTS OR WRITTEN DEMAND FOR A REFUND OF FEES PAID FOR THE SUBJECT SERVICES. NOTWITHSTANDING THE FOREGOING, THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR. FOR AVOIDANCE OF DOUBT, GROSS NEGLIGENCE SHALL MEAN, WHEN VIEWED OBJECTIVELY, AN ACT OR OMISSION INVOLVING AN EXTREME DEGREE OF RISK WITH THE ACTOR ACTUALLY KNOWING THE GRAVE PERIL HE IS CREATING AND PROCEEDING NONETHELESS AND WILLFUL MISCONDUCT SHALL MEAN WHEN THERE IS A DESIGN, PURPOSE OR INTENT TO DO WRONG.

6. LIABILITIES, RELEASES AND INDEMNIFICATION.

A. For the purpose of this Agreement, the following definitions shall apply:

(i) "***Contractor Group***" shall mean: (a) Contractor, its parent, subsidiaries and affiliated or related companies, (b) its and their co-owners, partners, joint operators, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies, and (c) the officers, directors, employees, and consultants of all of the foregoing.

(ii) "***Company Group***" shall mean: (a) Company, its parent, subsidiaries and affiliated or related companies, (b) its and their co-owners, partners, joint operators, customers, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies, and (c) the officers, directors, employees, and consultants of all of the foregoing.

(iii) "***Claims***" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement.

B. Contractor shall release, indemnify, defend and hold Company Group harmless from and against any and all Claims brought by, through or derived from any member of Contractor Group or Contractor Group's subcontractors or their employees with respect to loss, destruction or damage of the property of Contractor Group or Contractor Group's subcontractors or their employees, or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Contractor Group or Contractor Group's subcontractors or their employees.

C. Company shall release, indemnify, defend and hold Contractor Group harmless from and against any and all Claims brought by, through or derived from any member of Company Group or Company Group's other contractors and subcontractors or their respective employees with

respect to loss, destruction or damage of the property of Company Group or Company Group's other contractors and subcontractors or their respective employees or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Company Group or Company Group's other contractors and subcontractors or their respective employees.

D. Each Party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs 6(B) and 6(C) above, by carrying insurance (or qualified self-insurance) of the types and in the amounts not less than those specified in Article 9 of this Agreement, for the benefit of the other Party.

E. Notwithstanding anything contained in this Agreement to the contrary, and to the maximum extent permitted under law, Company shall release, indemnify, defend and hold Contractor Group harmless from and against any and all Claims resulting from: (i) pollution or contamination of any kind (other than surface spillage of fuels or chemicals emanating from Contractor's Equipment to the extent attributable solely to the negligence of Contractor Group) including, without limitation, the cost of control, removal and clean-up; and/or (ii) any hazardous substance, hazardous material, oil and constituents thereof, or hazardous waste regulated by any federal, state or local law or regulation.

F. EXCEPT TO THE EXTENT STATED TO THE CONTRARY HEREIN, THE ASSUMPTIONS AND EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE 6 SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED),

ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND THEIR RESPECTIVE GROUPS, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

G. WITH RESPECT TO THIS ARTICLE 6, BOTH PARTIES AGREE THAT THIS LANGUAGE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

7. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND ITS OR THEIR GROUPS, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE PARTIES FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY SHALL ALSO EXTEND TO EACH PARTY'S PARENT, SUBSIDIARY, AFFILIATED AND RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

8. LIMITATION OF LIABILITY.

THE REMEDIES OF COMPANY SET FORTH HEREIN ARE EXCLUSIVE, AND EXCEPT IN THE CASE OF CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF CONTRACTOR AND THE MANUFACTURERS OF WORK WITH RESPECT TO THIS AGREEMENT AND WORK FURNISHED HEREUNDER, AND IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, AND FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR, REPLACEMENT OR TECHNICAL DIRECTION OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY (OTHER THAN AS PROVIDED IN ARTICLE 6 OF THIS AGREEMENT), STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE WORK UPON WHICH SUCH LIABILITY IS BASED.

9. INSURANCE.

A. At any and all times during the term of this Agreement, unless otherwise prohibited by law, each Party shall, at its sole expense, equally carry with solvent and reputable insurance carriers, insurance of the types and in the minimum amounts set forth below, subject to policy terms, conditions and exclusions. Any and all deductibles in the insurance policies described below shall be assumed by, for the account of and at the sole risk of the Party carrying such insurance.

(i) **Commercial General Liability Insurance**, including, without limitation, contractual liability and products liability coverage, insuring the indemnity provisions set forth in this Agreement and subject to standard terms and conditions, affording minimum protection of not less than U.S. $1,000,000 per occurrence combined single limit bodily injury, personal injury, sickness or death and loss of or damage to property.

(ii) **Workers' Compensation Insurance** including, without limitation, statutory and occupational disease coverage required under applicable law, which may include the United States Longshoremen & Harborworkers Act, the Federal Employers Liability Act, the Jones Act and the Outer Continental Shelf Lands Act.

(iii) **Employers' Liability Insurance** affording minimum protection of not less than U.S. $1,000,000 per occurrence of accident for bodily injury by accident, U.S. $1,000,000 per occurrence of employee bodily injury by disease, and U.S. $1,000,000 policy annual aggregate covering any employee of the named insured.

(iv) **Automobile Liability Insurance** covering owned, non-owned or hired vehicles affording minimum protection of not less than U.S. $1,000,000 per occurrence combined single limit bodily injury or death and loss of or damage to property.

(v) **Excess Liability Insurance** over that required in Paragraphs (A)(i), A(iii) and A(iv) above with minimum limits of U.S. $4,000,000 and specifically including contractual liability.

B. To the extent of the defense, indemnity and release obligations expressly assumed by the named insured Party hereunder, each such Party agrees that its insurance policies shall: (i) be primary to the other Party's insurance; (ii) name the other Party and its Group (as defined in Article 6) as additional insureds (except Workers' Compensation), as applicable; and (iii) be endorsed to waive subrogation against the other Party and its Group.

C. Each Party shall furnish certificates of insurance to the other Party evidencing the insurance required herein.

D. The types and amounts of insurance required herein shall in no way limit either Party's indemnity obligations as stated elsewhere in this Agreement.

10. **INDEPENDENT CONTRACTOR.**

It is expressly understood that Contractor is an independent contractor and that neither Contractor nor anyone employed by Contractor shall be deemed for any purpose under this Agreement to be an employee, agent, partner, servant or representative of Company.

11. **FORCE MAJEURE.**

If either Party is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, other than the obligations to release, defend, indemnify and pay money (including Contractor's standby rate, if applicable), then upon such Party giving notice and particulars in writing to the other Party within a reasonable

time after the occurrence of the cause relied upon, such obligations shall be suspended. "***Force Majeure***" shall mean, with respect to a Party, an event beyond the control of such Party (or any person acting on its behalf), which by its nature could not have been reasonably foreseen by such Party (or such person) or, if it could have been reasonably foreseen, was unavoidable, and, subject to the foregoing definition includes, but is not limited to, acts of God, storms, floods, riots, labor unrest, pandemics, nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution or transportation facilities. If a Force Majeure event exceeds thirty (30) days, then either Party may, upon five (5) days written notice to the other Party, cancel the Work under the applicable order for Work, subject to payment of termination fees as set forth in Paragraphs 2(B) or 3(D) (in the case of Company) or if the Parties agree to resume the Work, then Contractor shall have the right to renegotiate its prices to suit the then current economic and business conditions.

12. **SEVERABILITY.**

If any provision of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provisions to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

13. **NOTICES.**

All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Article 13):

If to Contractor, to:

Archrock Services, L.P.
16666 Northchase Dr.
Houston, Texas 77060
Attention: General Counsel

Fax: (281) 836-8060

If to Company, to:

Exterran Energy Solutions, L.P.
4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-7953

Any Party may, by notice to the other Party, change the address and contract person to which any such notices are to be given. "***Business Day***" shall mean any day that is not a Saturday, Sunday or any other day on which banking institutions located in the State of Texas are required or authorized by law to be closed, in which such event the period runs until the end of the next Business Day.

14. **ASSIGNABILITY.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; *provided, however*, that no Party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Parties hereto.

15. **GOVERNING LAW.**

This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby and thereby or to the inducement of any Party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed in accordance with the laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Article VI and Section 9.5 of the Separation and Distribution Agreement.

16. **HEALTH, SAFETY AND ENVIRONMENTAL.**

A. Company shall provide clean, de-energized, properly isolated and if applicable, decontaminated equipment for the performance of the Work. Company is responsible for charges related to Contractor's standby time (in accordance with the pricing detailed in the written order for Work or, if not so detailed, in accordance with Contractor's published price list in effect at the time and in the specific location where the Work is requested) while Contractor waits for equipment to be properly prepared. Company shall provide Contractor with information regarding current hazards and specific procedures that may affect Contractor employees while on-site prior to Contractor conducting Work activities.

B. In the event Company requires Contractor to complete specific and/or unique safety training other than regulatory or Contractor's standard training requirements, Company shall be responsible for all charges related thereto.

C. Contractor shall have the right to stop any Work due to unsafe conditions and practices by Company or third parties. Company shall be responsible for charges related to such work stoppage.

D. Contractor shall not be responsible for disposal of waste resulting from the Work, whether hazardous or otherwise; however, Contractor shall place waste in receptacles provided by Company for the purpose of disposal of any such waste. If Company fails to timely provide such receptacles, Contractor shall have the right, but not the obligation, in Contractor's sole but reasonable discretion, to (i) stop any Work until such receptacles are supplied, (ii) supply an alternative receptacle and/or (iii) dispose of the waste, all at Company's risk and expense.

E. Contractor shall be responsible for the case management of its own employees. Contractor is solely responsible for determinations regarding OSHA recordability.

17. **MISCELLANEOUS.**

A. This Agreement, and the exhibits, annexes and schedules hereto, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter other than those set forth or referred to herein.

B. Neither execution of this Agreement, nor anything contained herein, shall (i) obligate Company to order Work from Contractor nor (ii) obligate Contractor to accept Work from Company.

C. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced.

D. It is specifically understood that all Work shall be performed subject to all the terms and conditions of this Agreement, and, in the event that any additional or conflicting terms and conditions are set forth in Contractor's or Company's purchase orders, field work orders, work tickets, invoices, statements, or any other type of memoranda or other documents used by either Party, whether oral or written, such additional or conflicting terms and conditions are not made part of this Agreement and shall not apply with respect to the Work. Each order for Work shall together with this Agreement, form an individual contract and the terms of such order for Work shall only be applicable with respect to describing (i) the scope of Work applicable to a particular item of Work and (ii) pricing, and shall not otherwise expand upon or modify the terms of this Agreement, including, without limitation, the warranties, indemnification or limitations of liability provisions contained herein.

E. "Contractor" and "Company" as used in this Agreement shall include the heirs, executors, administrators, successors and/or permitted assigns of such Parties. Except as otherwise provided elsewhere in this Agreement, nothing in this Agreement may be read or construed to entitle any person other than the Parties to assert any Claim under this Agreement. If more than one Company entity executes this Agreement, or if a subsidiary or affiliate of Company is a party to an order for Work issued pursuant to this Agreement, each such Company, subsidiary or affiliate shall be jointly and severally liable for their obligations under this Agreement.

F. Title and risk of loss or damage to any parts, materials and/or products sold under this Agreement shall pass to Company upon oral, electronic or other written tender of delivery F.O.B. manufacturer's/supplier's facility (for parts, materials and/or products not in Contractor's inventory) or Ex Works Contractor's relevant facility (for parts, materials and/or products in Contractor's inventory) (INCOTERMS 2010) unless otherwise mutually

agreed to in the applicable written order for Work. Any delivery dates quoted are approximate and shall depend on prompt receipt by Contractor of all information necessary to proceed with the parts, materials and/or products immediately and without interruption. If the Parties agree in writing to require Contractor's delivery to Company's premises or jobsite, the price quoted and delivery is conditional upon free ingress and egress to the location and upon the location being readily accessible. Contractor reserves the right to make delivery in installments, provided that any delay with respect to any installment shall not affect any other installments. Any delivery of parts, materials and/or products that is delayed by causes within Company's control or due to Company's inability to accept delivery may be placed in storage by Contractor at Company's risk, and Company shall be responsible for all freight, storage, insurance, and other expenses incurred thereby. Company's receipt of parts, materials and/or products from carrier shall constitute a waiver of any claim for damage or shortage of parts, materials and/or products.

G. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party. Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

H. Company acknowledges the considerable investment of time, effort and money expended by Contractor to train and maintain its employees who will perform Work for Company under this Agreement. Company further acknowledges that the loss of said employees could materially negatively impact Contractor's ability to perform the Work contracted by Company. In consideration of these acknowledgements and of the Work performed by Contractor for Company, Company covenants and agrees that during the term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement, whichever terminates or expires last, ("***Restricted Period***"; a period of time that is mutually agreed upon by the Parties as being reasonable and appropriate given the subject, scope and circumstances of this Agreement), it will not directly or indirectly solicit, attempt to solicit or hire any Contractor employee who is currently employed by Contractor and is or has been directly involved in the performance of Work for Company within the immediate prior two years ("***Key Personnel***"), and/or seek to terminate his or her employment with Contractor and commence an employment, contracting or consulting relationship with Company; provided, that nothing in this Paragraph 17(H) shall prevent Company from hiring, contracting or consulting with Key Personnel that a Party has demonstrated is primarily hired, contracted or consulted with as a result of that Person's affirmative response to a general recruitment effort carried out through a public solicitation or general solicitation that does not specifically target any Key Personnel who was employed by Contractor. The Parties understand, acknowledge and agree, however, that this provision does not supersede the individual legal obligation that any Key Personnel may have as a result of the terms of any valid and legally enforceable non-competition and/or non-solicitation agreements entered into with Contractor. These agreements continue to be enforceable to the full extent allowed for in the respective jurisdiction(s), and no claim will be made by either Party that this section of this Agreement discharges the Key Personnel's personal legal obligations. The Parties agree that, because they anticipate it would be difficult to accurately measure Contractor's damages in the event Company violates this Paragraph 17(H) and hires a Key Personnel, Company shall pay to Contractor liquidated damages consisting of three times (3X) the amount of all compensation paid or to be paid by Contractor to its Key

Personnel during the twelve (12) month period immediately preceding the violation by Company. In the event that the foregoing liquidated damages provision is unenforceable for any reason, Contractor nevertheless shall be entitled to recover its actual damages resulting from the breach and to seek any other injunctive or equitable relief to which it may be entitled.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written and warrant, individually, that they have the full right, power and authority to enter into this Agreement on behalf of the respective Parties.

"Contractor"	" Company"
ARCHROCK SERVICES, L.P.	**EXTERRAN ENERGY SOLUTIONS, L. P.**
By: _____	By: _____
Title: _____	Title: _____

Exhibit 10.7

FORM OF STORAGE AGREEMENT

THIS STORAGE AGREEMENT (the "***Agreement***") is made this [·] day of [·], 2015 ("***Effective Date***") between Exterran Energy Solutions, L.P., a Delaware limited partnership (hereinafter referred to as the "***Storage Provider***"), on the one hand and Archrock Services, L.P., a Delaware limited partnership, and EXLP Operating, LLC (to be renamed Archrock Field Services LLC), a Delaware limited liability company, on the other hand (each an "***Owner***" or collectively the "***Owners***"). Owners and Storage Provider may be referred to herein collectively as the "***Parties***" and individually as a "***Party***." Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Supply Agreement (as defined below).

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement, the Parties have entered into that certain Supply Agreement for the supply of compression equipment (the "***Supply Agreement***");

WHEREAS, contemporaneously with the execution of this Agreement, the Storage Provider (as the "Contractor" thereunder) and Archrock Services, L.P. have entered into that certain Master Services Agreement for the provision of engineering, aftermarket and preservation services (the "***Services Agreement***");

WHEREAS, the Parties are party to that certain Separation and Distribution Agreement, by and among Exterran Holdings, Inc. (to be renamed Archrock, Inc.), Exterran General Holdings LLC, Exterran Energy Solutions, L.P., Exterran Corporation, AROC Corp., EESLP LP LLC, AROC Services GP LLC, AROC Services LP LLC, and Archrock Services, L.P., dated as of [·], 2015 (the "***Separation and Distribution Agreement***");

WHEREAS, each Owner represents and warrants that it owns certain Goods purchased pursuant to the Supply Agreement ("***Owner's Property***");

WHEREAS, Storage Provider owns or leases certain real property more particularly described below and defined as the Storage Space; and

WHEREAS, each Owner desires Storage Provider to provide each Owner with the Storage Space on which to store each Owner's Property and Storage Provider has agreed to provide the Storage Space under and subject to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged and confessed, Storage Provider and Owner have agreed and do hereby agree as follows:

1. **Storage Space and Term**. The Storage Provider has agreed to let, and hereby does let, to each Owner or their designated subsidiaries or affiliates, and each Owner has agreed to hire and hereby does hire from the Storage Provider, a non-specific and non-exclusive space equivalent to a total of two (2) acres for the combined Owner's Property at Storage Provider's facilities in Houston, Texas (the "***Free Storage Space***") and such additional storage space as authorized in Section 2

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below (the "***Additional Storage Space***," and together with the Free Storage Space, the "***Storage Space***") for the storage of each Owner's Property only. This Agreement shall be effective and shall continue in full force and effect for a term of two (2) years commencing on the date hereof, unless earlier terminated in accordance with the terms hereof, or extended for additional one (1) year terms by mutual agreement of the Parties (with respect to each Owner, the "***Term***"). On or before the earlier of the expiration of the Term or the termination of this Agreement, each Owner shall remove, or shall cause to be removed, all of its Owner's Property from the Storage Space.

2. **Storage Fee**. The Free Storage Space will be provided at no cost to the Owners. If any Owner requests storage space for Owner's Property that would exceed the agreed amount of Free Storage Space, Storage Provider shall provide such Owner with thirty (30) days' prior written notice of the amount by which Storage Provider's request for storage space exceeds the Free Storage Space capacity. Subject to the availability of storage space available at Storage Provider's site (as determined by Storage Provider in its sole discretion), such Owner shall then have fifteen (15) days to either (i) authorize Storage Provider to store such Owner's Property at Owner's expense at the rate of $1000 per unit per month or (ii) remove such Owner's Property from Storage Provider's site. Storage Provider shall submit an invoice(s) to each Owner covering charges for storage, and each Owner shall pay each such invoice within forty-five (45) days of its receipt by the Owner. In the event Owner disputes any invoice in whole or in part, Owner shall notify the Storage Provider of the dispute as soon as practicable, but in no event later than forty-five (45) days from receipt of such invoice, and shall pay the undisputed portion in accordance with the foregoing without abatement, reduction or set off of any nature, including, without limitation, any abatement, reduction or set off thereof arising out of any present or future claim Owner may have against the Storage Provider. Each Owner and the Storage Provider shall endeavor to settle and adjust any disputed amount promptly. Invoices remaining unpaid after forty-five (45) days shall accrue interest at a rate per annum equal to the lesser of (i) the Prime Rate plus one and one-half percent (1.5%) and (ii) the maximum rate permitted by applicable law. In the event invoices are given to an attorney, collection agency, or other collector for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy, or other judicial proceeding, then Owner shall pay to Storage Provider costs of collection, including reasonable attorney's or collector's fees and court costs, in addition to other amounts due. "***Prime Rate***" means the rate announced from time to time by Wells Fargo Bank, National Association (or any successor thereto or other major money center commercial bank agreed to by the parties hereto) at its New York, New York office as its prime rate or base rate for U.S. Dollar loans in the United States of America in effect on the date of determination.

3. **Services Not Provided**. For each Owner's convenience, Storage Provider shall at no cost provide customary crane and truck usage estimated to be necessary to move Owner's Property from Storage Provider's fabrication facility to the Storage Space, provided, however that each Owner shall assume all risks and liabilities related to such services. The storage fee set forth in Section 2 does not include the cost of moving or transferring each Owner's Property out or off of the Storage Space and into or onto each Owner's means of transportation during the Term of this Agreement or at the expiration or termination of this Agreement. Such costs and activities are at each Owner's sole cost and expense.

4. **Taxes**. Each Owner shall be fully responsible for all taxes of any kind related to such

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Owner's Property and this Agreement, with the sole exception of taxes imposed upon Storage Provider's income or on the Storage Space. Each party shall timely pay all such taxes, and indemnify, protect, defend and hold harmless the other from any payments which may be due and owing by it.

5. **Liability for Owner's Property and Storage Space**. Except as set forth in relation to any preservation services provided pursuant to the Services Agreement, the Storage Provider or Storage Provider's agents shall not be liable for any damage to the Owner's Property so stored, nor any loss by fire, theft or other hazard. Notwithstanding the preceding sentence, Storage Provider shall be liable for any actual and direct damages to Owner's Property caused solely by the gross negligence or willful misconduct of Storage Provider. It is understood and agreed that each Owner shall keep and maintain insurance on such Owner's Property being stored within such Storage Space and that Storage Provider is under no obligation to do so.

6. **Damage to Storage Space**. Each Owner agrees to indemnify, protect, defend and hold Storage Provider harmless from any loss, damage or expense caused by such Owner's use of the Storage Space, but only to the extent the same does not stem from the sole negligence or willful misconduct of Storage Provider. In case of such damage to the Storage Space, the Storage Provider shall have the option as to whether it will (i) cause the damage to be repaired at Owner's sole cost and expense, or (ii) if the Storage Space is destroyed or damaged and the Storage Provider decides in its reasonable discretion that it is inadvisable to repair the Storage Space, then the Storage Provider may terminate the Agreement and in such case each Owner shall be responsible and indemnify Storage Provider for any losses or damages associated with the damages sustained to the Storage Space or incurred as a result of the termination of this Agreement.

7. **Breach**. Owner agrees that failure to pay the storage fees set forth in Section 2, when due, shall entitle Storage Provider to terminate this Agreement upon thirty (30) days' written notice, and Owner's right to use the Storage Space shall terminate forthwith; *provided*, *however*, that Owner may cure such failure to pay within such 30-day period. Upon the expiration of the Term or termination of this Agreement, Storage Provider shall have the absolute right to remove and dispose of the Owner's property in the Storage Space, but only after written notice and a thirty (30) day cure period. Storage Provider shall have no responsibility or accountability for each Owner's Property so removed from the Storage Space. Each Owner shall pay all costs relating to the removal of the property in the Storage Space. In the event an Owner breaches any of the terms, covenants or conditions of this Agreement, such Owner shall pay Storage Provider all expenses actually incurred by Storage Provider, including reasonable attorney's fees, resulting therefrom and from any ensuing litigation.

8. **Owner's Rights**. Each Owner acknowledges that (i) it has no right to the Storage Space other than as expressly designated in this Agreement, (ii) said right is limited to the storage of the designated Owner's Property and (iii) the Owner's right to use the Storage Space terminates on the expiration or termination of this Agreement.

9. **Use and Condition of Storage Space**. Storage Provider makes no representation or warranties as to any conditions at the Storage Space. The Parties acknowledge that the following conditions apply, unless additional preservation services are provided pursuant to the Supply

Agreement or a separate agreement:

(a) Owner's Property will be stored outside and will be subject to outdoor weather conditions.

(b) Owner's Property will be stored in a gated and locked area, but such area will not be guarded or monitored by Storage Provider. Storage Provider will not be liable for any theft of Owner's Property by a third party.

(c) Owner's Property will be stored in the condition existing as of the date such Owner's Property was initially stored in the Storage Space. Each Owner shall be responsible for preservation of Owner's Property, including ensuring that the engines are removed and/or that plastic and plywood will have been placed on top of the motors for protection of the breathing air openings. Any disassembly of Owner's Property (e.g., removal of pulsation bottles, piping, supports, etc.) will be the responsibility of Owner and at Owner's sole risk and expense.

10. **Indemnification**.

(a) In this Agreement, "***Claims***" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement. With respect to any Party, such Party's "***Indemnitees***" shall mean (i) its respective parent, subsidiaries and affiliated or related companies; (ii) its and their respective working interest owners, co-lessees, co-owners, partners, joint operators, customers, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies and (iii) the respective officers, directors, employees, and consultants of all of the foregoing.

(b) Except as otherwise set forth herein, Storage Provider shall release, indemnify, defend and hold harmless each Owner and its Indemnitees from and against any and all Claims brought by, through or derived from any member of Storage Provider's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees and consultants with respect to loss, destruction or damage of the property of Storage Provider or its Indemnitees or their respective contractors or subcontractors or their respective employees and consultants, or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Storage Provider's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees, consultants, agents or invitees.

(c) Except as otherwise set forth herein, each Owner jointly and severally shall release, indemnify, defend and hold harmless Storage Provider and its Indemnitees from and against any and all Claims brought by, through or derived from any member of such Owner's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees, and consultants with respect to loss, destruction or damage of the property of such Owner or its Indemnitees or their respective Indemnitees' contractors or subcontractors or their respective employees and consultants, or with respect to personal or bodily injury,

sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member such Owner's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees or consultants.

(d) Each Party covenants and agrees to support the mutual indemnity obligations contained in Sections 10(b) and (c) above, by carrying insurance (or qualified self-insurance) to support its indemnity obligations hereunder, for the benefit of the other Parties.

(e) THE ASSUMPTIONS AND EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE X SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY OR PARTY'S INDEMNITEES, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND THEIR INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

(f) WITH RESPECT TO THIS ARTICLE, BOTH PARTIES AGREE THAT THIS LANGUAGE COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

11. **Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, STORAGE PROVIDER SHALL NOT BE LIABLE TO OWNER FOR, AND OWNER HEREBY RELEASES STORAGE PROVIDER FROM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.**

THE PARTIES FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY

SHALL ALSO EXTEND TO EACH PARTY'S PARENT, SUBSIDIARY, AFFILIATED AND RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

12. **Governing Law**. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby and thereby or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute, or otherwise) shall be governed by, and construed and interpreted in accordance with the laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Article VI and Section 9.5 of the Separation and Distribution Agreement.

13. **Remedies Cumulative**. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement; *provided, however,* if a party has recovered any losses from the other party pursuant to any provision of this Agreement or otherwise, it shall not be entitled to recover the same losses pursuant to any other provision of this Agreement or otherwise.

14. **Amendments**. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom such waiver, amendment, supplement or modification is sought to be enforced.

15. **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address as shall be specified in a notice given in accordance with this Section 15):

If to Archrock Services, L.P., to:

Archrock Services, L.P.
16666 Northchase Dr.
Houston, Texas 77061
Attention: General Counsel
Fax: (281) 836-8060

If to Exterran Operating, LLC, to:

Archrock Field Services LLC
16666 Northchase Dr.
Houston, Texas 77061

Attention: General Counsel
Fax: (281) 836-8060

If to Storage Provider, to:

Exterran Energy Solutions, L.P.

4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-7953

Each Owner may, by notice to Storage Provider, and Storage Provider may, by notice to each Owner, change the address and contact person to which any such notices are to be given.

16. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties with respect to such subject matter other than those set forth or referred to herein.

17. **Assignability**. No Party hereto may directly or indirectly assign, including by contract or by merger (whether that Party is the surviving or disappearing entity), consolidation, dissolution or otherwise, its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Parties hereto. The rights and obligations of a party to this Agreement shall inure to any permitted assignee of such party.

18. **Waivers of Default**. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of such Party. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

19. **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

20. **Electronic Transaction, Counterparts.** Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party hereto at any time it shall as promptly as

reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof). This Agreement may be executed in any number of counterparts, and each counterparty hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

21. **Acceptance of Waivers and Limitations.** Each Owner acknowledges that: (i) it is a sophisticated purchaser of services of the type described herein, (ii) it and its legal counsel have been afforded the opportunity to review and participate in the negotiation and settlement of this Agreement, (iii) it fully understands the nature and extent of the waivers and limitations on such Owner's rights and remedies set out herein and it accepts such waivers and limitations, and (iv) any rule of construction to the effect that any ambiguity contained herein is to be resolved against a drafting Party shall not be applicable to the interpretation of this Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the undersigned duly-authorized representatives of Storage Provider and Owner have respectively executed this Agreement as of the day and year first above written.

EXTERRAN ENERGY SOLUTIONS, L.P.:

Sign: _____
Name: _____
Title: _____

ARCHROCK SERVICES, L.P.:

Sign: _____
Name: _____
Title: _____

EXLP OPERATING, LLC:

Sign: _____
Name: _____
Title: _____

Exhibit 10.8

FORM OF STORAGE AGREEMENT

THIS STORAGE AGREEMENT (the "***Agreement***") is made this [·] day of [·], 2015 ("***Effective Date***") between Archrock Services, L.P., a Delaware limited partnership (the "***Storage Provider***"), on the one hand and Exterran Energy Solutions, L.P., a Delaware limited partnership, on the other hand (the "***Owner***"). Owner and Storage Provider may be referred to herein collectively as the "***Parties***" and individually as a "***Party***."

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement, the Parties have entered into that certain Master Services Agreement for the provision of make-ready, commissioning, sale of parts, and start-up and preservation services and the sale of parts (the "***Services Agreement***");

WHEREAS, the Parties are party to that certain Separation and Distribution Agreement, by and among Exterran Holdings, Inc. (to be renamed Archrock, Inc.), Exterran General Holdings LLC, Exterran Energy Solutions, L.P., Exterran Corporation, AROC Corp., EESLP LP LLC, AROC Services GP LLC, AROC Services LP LLC, and Archrock Services, L.P., dated as of [·], 2015 (the "***Separation and Distribution Agreement***");

WHEREAS, Owner represents and warrants that it owns certain compression units ("***Compression Units***") and production equipment ("***Production Equipment***", collectively with the Compression Units, the "***Owner's Property***");

WHEREAS, Storage Provider owns or leases certain real property more particularly described below and defined as the Storage Space; and

WHEREAS, Owner desires Storage Provider to provide Owner with the Storage Space on which to store Owner's Property and Storage Provider has agreed to provide the Storage Space under and subject to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged and confessed, Storage Provider and Owner have agreed and do hereby agree as follows:

1. **Storage Space and Term**. The Storage Provider has agreed to let, and hereby does let, to Owner or their designated subsidiaries or affiliates, and Owner has agreed to hire and hereby does hire from the Storage Provider, a non-specific and non-exclusive space to store up to fifty (50) Compression Units at Storage Provider's facilities in the United States (the "***Free Storage Space***") and such additional storage space as authorized in Section 2 below (the "***Additional Storage Space***," and together with the Free Storage Space, the "***Storage Space***") for the storage of Owner's Property only. This Agreement shall be effective and shall continue in full force and effect for a term of two (2) years commencing on the date hereof, unless earlier terminated in accordance with the terms hereof, or extended for additional one (1) year terms by mutual agreement of the Parties (the "***Term***"). On or before the earlier of the expiration of the Term or the termination of this Agreement, Owner shall remove, or shall cause to be removed, all of its Owner's Property from the

Storage Space.

2. **Storage Fee**. The Free Storage Space will be provided at no cost to the Owner. If Owner requests storage space for Owner's Production Equipment, Storage Provider shall provide Owner with thirty (30) days' prior written notice of Storage Provider's Additional Storage Space availability. Subject to the availability of storage space available at Storage Provider's site (as determined by Storage Provider in its sole discretion), Owner shall then have fifteen (15) days to authorize Storage Provider to store Owner's Production Equipment at Owner's expense at the rate of $250 per month for an Additional Storage Space area that is at least forty (40) feet by forty (40) feet. Storage Provider shall submit an invoice(s) to Owner covering charges for storage, and Owner shall pay each such invoice within forty-five (45) days of its receipt by the Owner. In the event Owner disputes any invoice in whole or in part, Owner shall notify the Storage Provider of the dispute as soon as practicable, but in no event later than forty-five (45) days from receipt of such invoice, and shall pay the undisputed portion in accordance with the foregoing without abatement, reduction or set off of any nature, including, without limitation, any abatement, reduction or set off thereof arising out of any present or future claim Owner may have against the Storage Provider. Owner and the Storage Provider shall endeavor to settle and adjust any disputed amount promptly. Invoices remaining unpaid after forty-five (45) days shall accrue interest at a rate per annum equal to the lesser of (i) the Prime Rate plus one and one-half percent (1.5%) and (ii) the maximum rate permitted by applicable law. In the event invoices are given to an attorney, collection agency, or other collector for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy, or other judicial proceeding, then Owner shall pay to Storage Provider costs of collection, including reasonable attorney's or collector's fees and court costs, in addition to other amounts due. "***Prime Rate***" means the rate announced from time to time by Wells Fargo Bank, National Association (or any successor thereto or other major money center commercial bank agreed to by the parties hereto) at its New York, New York office as its prime rate or base rate for U.S. Dollar loans in the United States of America in effect on the date of determination.

3. **Services Not Provided**. The storage fee set forth in Section 2 does not include the cost of moving or transferring Owner's Property in, out or off of the Storage Space and into or onto Owner's means of transportation during the Term of this Agreement or at the expiration or termination of this Agreement. Such costs and activities are at Owner's sole cost and expense.

4. **Taxes**. Owner shall be fully responsible for all taxes of any kind related to Owner's Property and this Agreement, with the sole exception of taxes imposed upon Storage Provider's income or on the Storage Space. Each party shall timely pay all such taxes, and indemnify, protect, defend and hold harmless the other from any payments which may be due and owing by it.

5. **Liability for Owner's Property and Storage Space**. Except as set forth in relation to any preservation services provided pursuant to the Services Agreement, the Storage Provider or Storage Provider's agents shall not be liable for any damage to the Owner's Property so stored, nor any loss by fire, theft or other hazard. Notwithstanding the preceding sentence, Storage Provider shall be liable for any actual and direct damages to Owner's Property caused solely by the gross negligence or willful misconduct of Storage Provider. It is understood and agreed that Owner shall keep and maintain insurance on Owner's Property being stored within such Storage Space and that Storage Provider is under no obligation to do so.

6. **Damage to Storage Space**. Owner agrees to indemnify, protect, defend and hold Storage Provider harmless from any loss, damage or expense caused by Owner's use of the Storage Space, but only to the extent the same does not stem from the sole negligence or willful misconduct of Storage Provider. In case of such damage to the Storage Space, the Storage Provider shall have the option as to whether they will (i) cause the damage to be repaired at Owner's sole cost and expense, or (ii) if the Storage Space is destroyed or damaged and the Storage Provider decides in its reasonable discretion that it is inadvisable to repair the Storage Space, then the Storage Provider may terminate the Agreement and in such case Owner shall be responsible and indemnify Storage Provider for any losses or damages associated with the damages sustained to the Storage Space or incurred as a result of the termination of this Agreement.

7. **Breach**. Owner agrees that failure to pay the storage fees set forth in Section 2, when due, shall entitle Storage Provider to terminate this Agreement upon thirty (30) days' written notice, and Owner's right to use the Storage Space shall terminate forthwith; *provided*, *however*, that Owner may cure such failure to pay within such 30-day period. Upon the expiration of the Term or termination of this Agreement, Storage Provider shall have the absolute right to remove and dispose of the Owner's property in the Storage Space, but only after written notice and a thirty (30) day cure period. Storage Provider shall have no responsibility or accountability for Owner's Property so removed from the Storage Space. Owner shall pay all costs relating to the removal of the property in the Storage Space. In the event Owner breaches any of the terms, covenants or conditions of this Agreement, Owner shall pay Storage Provider all expenses actually incurred by Storage Provider, including reasonable attorney's fees, resulting therefrom and from any ensuing litigation.

8. **Owner's Rights**. Owner acknowledges that (i) it has no right to the Storage Space other than as expressly designated in this Agreement, (ii) said right is limited to the storage of the designated Owner's Property and (iii) the Owner's right to use the Storage Space terminates on the expiration or termination of this Agreement.

9. **Use and Condition of Storage Space**. Storage Provider makes no representation or warranties as to any conditions at the Storage Space. The Parties acknowledge that the following conditions apply, unless additional preservation services are provided pursuant to a separate agreement:

(a) Owner's Property will be stored outside and will be subject to outdoor weather conditions.

(b) Owner's Property will be stored in a gated and locked area, but such area will not be guarded or monitored by Storage Provider. Storage Provider will not be liable for any theft of Owner's Property by a third party.

(c) Owner's Property will be stored in the condition existing as of the date Owner's Property was initially stored in the Storage Space. Owner shall be responsible for preservation of Owner's Property, including ensuring that the engines are removed and/or that plastic and plywood will have been placed on top of the motors for protection of the breathing air openings. Any disassembly of Owner's Property (e.g., removal of pulsation bottles, piping, supports, etc.) will be the responsibility of Owner and at Owner's sole risk and expense.

10. **Indemnification**

(a) In this Agreement, "***Claims***" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement. With respect to any Party, such Party's "***Indemnitees***" shall mean (i) its respective parent, subsidiaries and affiliated or related companies; (ii) its and their respective working interest owners, co-lessees, co-owners, partners, joint operators, customers, joint venturers, if any, and their respective parents, subsidiaries and affiliated or related companies and (iii) the respective officers, directors, employees, and consultants of all of the foregoing.

(b) Except as otherwise set forth herein, Storage Provider shall release, indemnify, defend and hold harmless Owner and its Indemnitees from and against any and all Claims brought by, through or derived from any member of Storage Provider's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees and consultants with respect to loss, destruction or damage of the property of Storage Provider or its Indemnitees or their respective contractors or subcontractors or their respective employees and consultants, or personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member of Storage Provider's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees, consultants, agents or invitees.

(c) Except as otherwise set forth herein, Owner shall release, indemnify, defend and hold harmless Storage Provider and its Indemnitees from and against any and all Claims brought by, through or derived from any member of Owner's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees, and consultants with respect to loss, destruction or damage of the property of Owner's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees and consultants, or with respect to personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society of any member such Owner's Indemnitees or such Indemnitees' contractors or subcontractors or their respective employees or consultants.

(d) Each Party covenants and agrees to support the mutual indemnity obligations contained in Sections 10(b) and (c) above, by carrying insurance (or qualified self-insurance) to support its indemnity obligations hereunder, for the benefit of the other Parties.

(e) THE ASSUMPTIONS AND EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE X SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR

PARTY OR PARTY'S INDEMNITEES, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND THEIR INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

(f) WITH RESPECT TO THIS ARTICLE, BOTH PARTIES AGREE THAT THIS LANGUAGE COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

11. **Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, STORAGE PROVIDER SHALL NOT BE LIABLE TO OWNER FOR, AND OWNER HEREBY RELEASES STORAGE PROVIDER FROM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.**

THE PARTIES FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY SHALL ALSO EXTEND TO EACH PARTY'S PARENT, SUBSIDIARY, AFFILIATED AND RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

12. **Governing Law**. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby and thereby or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute, or otherwise) shall be governed by, and construed and interpreted in accordance with the laws of the State of Texas, irrespective of the choice of laws principles of the State of Texas, including all matters of validity, construction, effect, enforceability, performance and remedies. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Article VI and Section 9.5 of the Separation and Distribution Agreement.

13. **Remedies Cumulative**. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement; *provided, however,* if a party has

recovered any losses from the other party pursuant to any provision of this Agreement or otherwise, it shall not be entitled to recover the same losses pursuant to any other provision of this Agreement or otherwise.

14. **Amendments**. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom such waiver, amendment, supplement or modification is sought to be enforced.

15. **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address as shall be specified in a notice given in accordance with this Section 15):

If to Storage Provider to:

Archrock Services, L.P.
16666 Northchase Dr.
Houston, Texas 77061
Attention: General Counsel
Fax: (281) 836-8060

If to Owner, to:

Exterran Energy Solutions, L.P.
4444 Brittmoore Rd
Houston, Texas 77041
Attention: General Counsel
Fax: (281) 836-7953

Owner may, by notice to Storage Provider, and Storage Provider may, by notice to Owner, change the address and contact person to which any such notices are to be given.

16. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties with respect to such subject matter other than those set forth or referred to herein.

17. **Assignability**. No Party hereto may directly or indirectly assign, including by contract or by merger (whether that Party is the surviving or disappearing entity), consolidation, dissolution or otherwise, its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other party hereto. The rights and obligations of a party to this Agreement shall inure to any permitted assignee of such party.

18. **Waivers of Default**. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of such Party. No failure or delay by any Party in exercising any right, power or

privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

19. **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

20. **Electronic Transaction, Counterparts.** Each Party hereto acknowledges that it and the other Party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each Party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party hereto at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof). This Agreement may be executed in any number of counterparts, and each counterparty hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

21. **Acceptance of Waivers and Limitations.** Owner acknowledges that: (i) it is a sophisticated purchaser of services of the type described herein, (ii) it and its legal counsel have been afforded the opportunity to review and participate in the negotiation and settlement of this Agreement, (iii) it fully understands the nature and extent of the waivers and limitations on Owner's rights and remedies set out herein and it accepts such waivers and limitations, and (iv) any rule of construction to the effect that any ambiguity contained herein is to be resolved against a drafting Party shall not be applicable to the interpretation of this Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the undersigned duly-authorized representatives of Storage Provider and Owner have respectively executed this Agreement as of the day and year first above written.

ARCHROCK SERVICES, L.P.:

Sign: _____
Name: _____
Title: _____

EXTERRAN ENERGY SOLUTIONS, L.P.:

Sign: _____
Name: _____
Title: _____

FORM OF
INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT made and entered into as of ("Agreement"), by and between EXTERRAN CORPORATION, a Delaware corporation ("Company"), and ("Indemnitee").

W I T N E S S E T H:

WHEREAS, highly skilled and competent persons are becoming more reluctant to serve public corporations as directors or officers unless they are provided with adequate protection through insurance and indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of a corporation; and

WHEREAS, uncertainties relating to indemnification have increased the difficulty of attracting and retaining such persons; and

WHEREAS, the Board of Directors has determined that the inability to attract and retain such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future; and

WHEREAS, while the Amended and Restated Bylaws of the Company (the "Bylaws") require indemnification of the officers and directors of the Company, the Bylaws and the General Corporation Law of the State of Delaware (the "DGCL") expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and its directors, officers and other persons with respect to indemnification; and

WHEREAS, Indemnitee does not regard the protection available under the Bylaws and through insurance as adequate in the present circumstances, and may not be willing to serve as an officer, director, employee or agent without adequate protection, and the Company desires Indemnitee to serve in one or more such capacities; and

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify Indemnitee to the fullest extent permitted by applicable law so that Indemnitee will serve or continue to serve the Company free from undue concern that Indemnitee will not be so indemnified; and

WHEREAS, Indemnitee is willing to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified; and

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services by Indemnitee. Indemnitee agrees to serve as a director, officer, employee or agent of the Company. This Agreement does not create or otherwise establish any right on the part of Indemnitee to be and continue to be nominated to be a director, officer, employee or agent of the Company and does not create an employment contract between the Company and Indemnitee.

Section 2. Indemnification. The Company shall indemnify Indemnitee to the fullest extent permitted by applicable law in effect on the date hereof or as such laws may from time to time be amended. Without diminishing the scope of the indemnification provided by this Section 2, the rights of indemnification of Indemnitee provided hereunder shall include but shall not be limited to those rights, except to the extent expressly prohibited by applicable law.

Section 3. Action or Proceeding Other Than an Action by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 3 if Indemnitee is a party to or participant in or is threatened to be made a party to or participant in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, other than an action by or in the right of the Company to procure a judgment in its favor, by reason of the fact that Indemnitee is or was a director, officer, employee, agent, or fiduciary of the Company or is or was serving at the request of the Company as a director, officer, employee, agent, or fiduciary of any other entity or by reason of anything done or not done by him or her in any such capacity. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against expenses (including attorneys' fees and disbursements), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with such action, suit or proceeding (including, but not limited to, the investigation, defense or appeal thereof or any claim, issue or matter therein), if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

Section 4. Actions by or in the Right of the Company. Indemnitee shall be entitled to the indemnification rights provided in this Section 4 if Indemnitee is a person who was or is made a party to or participant in or is threatened to be made a party to or participant in any threatened, pending or completed action or suit brought by or in the right of the Company to procure a judgment in its favor by reason of the fact that Indemnitee is or was a director, officer, employee, agent, or fiduciary of the Company or is or was serving at the request of the Company as a director, officer, employee, agent, or fiduciary of any other entity by reason of anything done or not done by Indemnitee in any such capacity. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in connection

with such action or suit (including, but not limited to, the investigation, defense, settlement or appeal thereof or any claim, issue or matter therein) if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that no such

indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless, and only to the extent that, the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

Section 5. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 3 or 4 hereof, or in defense of any claim, issue or matter therein, Indemnitee shall be indemnified against all expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. For purposes of this Section and Section 6 below, and without limitation, the termination of any claim, issue or matter in any such action, suit or proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Partial Indemnification. If Indemnitee is only partially successful in the defense, investigation, settlement or appeal of any action, suit, investigation or proceeding described in Section 4 hereof, and as a result is not entitled under Section 5 hereof to indemnification by the Company for the total amount of the expenses (including attorneys' fees and disbursements), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by Indemnitee, the Company shall nevertheless indemnify Indemnitee, as a matter of right pursuant to Section 5 hereof, to the extent Indemnitee has been partially successful. If the Indemnitee is only partially successful in any such action, suit, investigation or proceeding, the Company shall also indemnify Indemnitee, to the fullest extent permitted by applicable law, against all expenses (including attorneys' fees and disbursements) reasonably incurred in connection with a claim, issue or matter related to any claim, issue or matter on which the Indemnitee was successful.

Section 7. Indemnification for Expenses of a Witness. To the extent that Indemnitee is, by reason of Indemnitee's Corporate Status (as hereinafter defined), a witness in any proceeding, Indemnitee shall be indemnified by the Company against all expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

Section 8. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3, 4, 5 or 6 hereof, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any action, suit or proceeding (including any action, suit or proceeding by or in the right of the Company to procure a judgment in its favor) against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the action, suit or proceeding.

(b) For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 9. Exclusions. Notwithstanding any provision of this Agreement, the Company shall not be obligated under this Agreement to make any indemnity (and, with respect to clause (c) below, advancement of expenses) in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as hereinafter defined) or similar provisions of state statutory law or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), or

(c) except as provided in Section 13 of this Agreement, in connection with any action, suit or proceeding (or any part thereof) initiated by Indemnitee, including any action, suit or proceeding (or any part thereof) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board of Directors authorized the action, suit or proceeding (or any part thereof) prior to its initiation or (ii) the Company provides the indemnification or advancement of expenses, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 10. Determination of Entitlement to Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 3 or 4 hereof, the entitlement of the Indemnitee to indemnification pursuant to the terms of this Agreement shall be determined by the following person or persons who shall be empowered to make such determination: (i) if a Change of Control shall have occurred, by Independent Counsel (as hereinafter defined) in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee, or (ii) if a Change of Control shall not have occurred, (A) by the Board of Directors, by a majority vote of the Disinterested Directors (as

hereinafter defined) even if less than a quorum; or (B) if there are no such Disinterested Directors or if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee; or (C) if so directed by the Board of Directors, by the stockholders of the Company. Such determination of entitlement to indemnification shall be made not later than 60 days after receipt by the Company of a written request for indemnification. Such request shall include documentation or information which is necessary for such determination and which is reasonably available

to Indemnitee. To the fullest extent not prohibited by law, any expenses (including attorneys' fees) incurred by Indemnitee in connection with Indemnitee's request for indemnification hereunder shall be borne by the Company, and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom irrespective of the outcome of the determination of Indemnitee's entitlement to indemnification. If the person making such determination shall determine that Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person shall reasonably prorate such partial indemnification among such claims, issues or matters.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a) hereof, the Independent Counsel shall be selected as provided in this Section 10(b). If a Change of Control shall not have occurred, the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Change of Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of Directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined herein, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) hereof and the final disposition of the action, suit or proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 13 of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 11. Presumptions and Effect of Certain Proceedings.

(a) The Secretary of the Company shall, promptly upon receipt of Indemnitee's request for indemnification, advise in writing the Board of Directors or such other person or persons empowered to make the determination as provided in Section 10 that Indemnitee has made such request for indemnification. Upon making such request for indemnification, Indemnitee shall be presumed to be entitled to indemnification hereunder and the Company shall have the burden of proof in the making of any determination contrary to such presumption. If the person or persons so empowered to make such determination shall have failed to make the requested indemnification within 60 days after receipt by the Company of such request, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, to the fullest extent not prohibited by law and absent actual and material fraud in the request for indemnification; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person or persons so empowered to make the determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 11 shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 10(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a) of this Agreement. The termination of any action, suit, investigation or proceeding described in Section 3 or 4 hereof by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself: (x) create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful; or (y) otherwise adversely affect the rights of Indemnitee to indemnification except as may be provided herein or by applicable law.

(b) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company and/or its affiliates, including financial statements, or on information supplied to Indemnitee by the officers of the Company and/or its affiliates in the course of their duties, or on the advice of legal counsel for the Company and/or its affiliates or on information or records given or reports made to the Company and/or its affiliates by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Company and/or an affiliate thereof. The provisions of this Section 11(b) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(c) The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company or any affiliate thereof shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 12. Advancement of Expenses. All reasonable expenses incurred by Indemnitee (including attorneys' fees, retainers and advances of disbursements required of Indemnitee) in defending or otherwise participating in (including as a witness) any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding, at the request of Indemnitee within twenty days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time (whether prior to or after final disposition of any action, suit or proceeding). Such statement or statements shall reasonably evidence the expenses incurred by Indemnitee in connection therewith. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking by or on behalf of Indemnitee to repay such advances if it is ultimately determined that Indemnitee is not entitled to be indemnified against such expenses and costs by the Company as provided by this Agreement or otherwise. All advances provided to Indemnitee hereunder shall be unsecured and interest free, and such advances shall be made without regard to Indemnitee's ability to repay the expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Indemnitee's entitlement to such expenses shall include those incurred in connection with any proceeding by Indemnitee seeking an adjudication or award in arbitration pursuant to Section 13 of this Agreement. The Company shall have the burden of proof in any determination under this Section 12.

Section 13. Remedies of Indemnitee in Cases of Determination Not to Indemnify or to Advance Expenses. In the event that a determination is made that Indemnitee is not entitled to indemnification hereunder or if payment has not been timely made following a determination of entitlement to indemnification pursuant to Section 10 or 11, or if expenses are not advanced pursuant to Section 12, Indemnitee shall be entitled to a final adjudication in the Delaware Court of Chancery. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association, such award to be made within sixty days following the filing of the demand for arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration or any other claim. Such judicial proceeding or arbitration shall be made de novo and Indemnitee shall not be prejudiced by reason of a determination (if so made) that Indemnitee is not entitled to indemnification. If a determination is made or deemed to have been made pursuant to the terms of Section 10 or 11 hereof that Indemnitee is entitled to indemnification, the Company shall be bound by such determination and is precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding and enforceable. The Company further agrees to stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary. If the court or arbitrator shall determine that Indemnitee is entitled to any indemnification hereunder, the Company shall, to the fullest extent not prohibited by applicable law, pay all expenses (including attorneys' fees and disbursements) actually incurred by Indemnitee in connection with

such adjudication or award in arbitration (including, but not limited to, any appellate proceedings).

Section 14. Other Rights to Indemnification. The indemnification and advancement of expenses (including attorneys' fees) provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may now or in the future be entitled under any provision of the by-laws, agreement, provision of the Certificate of Incorporation, as amended, vote of stockholders or Disinterested Directors, provision of law, or otherwise; provided, however, that this Agreement supersedes any other Agreement that has been entered into between the Company and the Indemnitee which has as its principal purpose the indemnification by the Company of Indemnitee.

Section 15. Attorneys' Fees and Other Expenses To Enforce Agreement. In the event that Indemnitee is subject to or intervenes in any proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in arbitration to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee, if Indemnitee prevails in whole or in part in such action, shall be entitled to recover from the Company and shall be indemnified by the Company against, any actual expenses for attorneys' fees and disbursements reasonably incurred by Indemnitee, provided that in bringing the advancement action, Indemnitee acted in good faith.

Section 16. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) six (6) years after the date that Indemnitee shall have ceased to serve as a director, officer, employee or agent of the Company or, at the request of the Company, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust employee benefit plan or other enterprise or (b) one (1) year after the final termination of any proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of expenses hereunder and of any proceeding commenced by Indemnitee pursuant to this Agreement relating thereto. This Agreement shall be binding upon the Company and its successors and assigns (including any transferee of all or substantially all of its assets and any successor by merger of operation of law) and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devises, executors, administrators or other legal representatives.

Section 17. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 18. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of

which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 19. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 20. Definitions. For purposes of this Agreement:

(a) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(b) "Change of Control" of the Company shall mean:

(i) The acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 40% or more of either (A) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (i), any acquisition by any Person pursuant to a transaction which complies with clause (A) of subsection (iii) of this definition shall not constitute a Change of Control; or

(ii) Individuals, who, as of the date hereof, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered for purposes of this definition as though such individual was a member of the

Incumbent Board, but excluding, for these purposes, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors; or

(iii) The consummation of a reorganization, merger or consolidation involving the Company or any of its subsidiaries, or the sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole (other than to an entity wholly owned, directly or indirectly, by the Company) (each, a "Corporate Transaction"), in each case, unless, following such Corporate Transaction, (A) all or substantially all of the

individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the Resulting Corporation in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, and (B) at least a majority of the members of the board of directors of the Resulting Corporation were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors, providing for such Corporate Transaction.

(c) "Corporate Status" shall mean the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or any majority-owned subsidiary or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(d) "Disinterested Director" shall mean a director of the Company who is not or was not a party to the action, suit, investigation or proceeding in respect of which indemnification is being sought by Indemnitee.

(e) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(f) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(g) "Person" shall mean any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act.

(h) "Resulting Corporation" means (1) the Company or its successor, or (2) if as a result of a Corporate Transaction the Company or its successor becomes a subsidiary of another entity, then such entity or the parent of such entity, as applicable, or (3) in the event of a Corporate Transaction involving the sale, lease or other disposition of all or

substantially all of the assets of the Company and its subsidiaries, taken as a whole, then the transferee of such assets or the parent of such transferee, as applicable, in such Corporate Transaction.

Section 21. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

Section 22. Notice by Indemnitee. (a) Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any matter which may be subject to indemnification covered hereunder, either civil, criminal, administrative, investigative or otherwise, provided, however, that the failure to so notify the Company will not relieve the Company from any liability it may have to Indemnitee except to the extent that such failure materially prejudices the Company's ability to defend such claim. With respect to any such action, suit, proceeding, inquiry or investigation as to which Indemnitee notifies the Company of the commencement thereof:

(i) The Company will be entitled to participate therein at its own expense; and

(ii) Except as otherwise provided below, to the extent that it may wish, the Company jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election so to assume the defense thereof, the Company will not be liable to Indemnitee under this Agreement for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such action, suit, proceeding, inquiry or investigation, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee and not subject to indemnification hereunder unless (x) the employment of counsel by Indemnitee has been authorized by the Company; (y) in the reasonable opinion of counsel to Indemnitee there is or may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such action; or (z) the Company shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel shall be at the expense of the Company.

(b) Neither the Company nor the Indemnitee shall settle any claim without the prior written consent of the other (which shall not be unreasonably withheld).

Section 23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed or if (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(i) If to Indemnitee, to the address set forth below his or her signature.

(ii) If to the Company to:

Exterran Corporation
4444 Brittmoore Road
Houston, Texas 77041
Attn: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

Section 24. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such action, suit or proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such action, suit or proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 25. Governing Law; Consent to Jurisdiction. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant hereto, the Company and Indemnitee hereby irrevocably and unconditionally (i) consent to the exclusive jurisdiction and venue of the federal and state courts located in Houston, Texas, for any action or proceeding arising out of or in connection with this Agreement, and agree that any such action or proceeding shall not be heard in any other state or federal court in the United States of America or any court in any other country, (ii) waive any objection to the laying of venue of any such action or proceeding in any such federal or state court located in Houston, Texas, (iii) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in any such court has been brought in an improper or inconvenient forum, (iv) waive the right to trial by jury in any such action or proceeding, and (v) consent to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice in accordance with Section 23.

Section 26. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, officer, employee or agent of the Company (or, at the request of the Company, as a director, officer, employee or agent of another corporation, partnership, joint

venture, trust employee benefit plan or other enterprise), and the Company acknowledges that Indemnitee is relying upon this Agreement in serving the Company in such capacity.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation of the Company, the Bylaws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 27. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EXTERRAN CORPORATION

By: _____
Name:
Title:

[NAME]

_____
(Signature)

Address:

Exhibit 21.1

Company	Ownership	Incorporation
Belleli Energy B.V.	Wholly owned	Netherlands
Belleli Energy Critical Process Equipment S.r.l.	Wholly owned	Italy
Belleli Energy F.Z.E.	Wholly owned	Sharjah
Belleli Energy S.r.l.	Wholly owned	Italy
EESLP LP LLC	Wholly owned	Delaware
Enterra B.V.	Wholly owned	Netherlands
Enterra Compression Investment LLC	Wholly owned	Delaware
Enterra Global Holdings LLC	Wholly owned	Delaware
Excel Energy Services Limited	Wholly owned	Nigeria
EXH Cayman Ltd.	Wholly owned	Cayman Islands
Exterran (Beijing) Energy Equipment Company Ltd.	Wholly owned	China
Exterran (Colombia) Ltd.	Wholly owned	Cayman Islands
Exterran (Singapore) Pte. Ltd.	Wholly owned	Singapore
Exterran (Thailand) Ltd.	Wholly owned	Thailand
Exterran Argentina S.r.l.	Wholly owned	Argentina
Exterran Bahrain S.P.C.	Wholly owned	Bahrain
Exterran Bolivia S.r.l.	Wholly owned	Bolivia
Exterran Colombia Leasing LLC	Wholly owned	Delaware
Exterran Corporation	Parent	Delaware
Exterran Eastern Hemisphere F.Z.E.	Wholly owned	Dubai
Exterran Eastern Hemisphere Holdings LLC	Wholly owned	Delaware
Exterran Egypt LLC	Wholly owned	Egypt
Exterran Egypt Oil & Gas Services LLC	Wholly owned	Egypt
Exterran Energy de Mexico, S. de R.L. de C.V.	Wholly owned	Mexico
Exterran Energy Middle-East LLC	Wholly owned	Oman
Exterran Energy Solutions Compania Limitada	Wholly owned	Chile
Exterran Energy Solutions India Private Limited	Wholly owned	India
Exterran Energy Solutions, L.P.	Wholly owned	Delaware
Exterran General Holdings LLC	Wholly owned	Delaware
Exterran Holding Company NL B.V.	Wholly owned	Netherlands
Exterran International Holdings LLC	Wholly owned	Delaware
Exterran International SA	Wholly owned	Switzerland
Exterran Kazakhstan LLP	Wholly owned	Kazakhstan
Exterran Middle East LLC	70% owned	Oman
Exterran Nigeria Limited	Wholly owned	Nigeria
Exterran Offshore Pte. Ltd.	Wholly owned	Singapore
Exterran Pakistan (Private) Limited	Wholly owned	Pakistan
Exterran Peru S.R.L.	Wholly owned	Peru
Exterran Peru Selva S.r.l.	Wholly owned	Peru
Exterran Services (UK) Ltd.	Wholly owned	United Kingdom
Exterran Services B.V.	Wholly owned	Netherlands
Exterran Servicos de Oleo e Gas Ltda.	Wholly owned	Brazil
Exterran Trinidad LLC	Wholly owned	Delaware
Exterran Venezuela, S.R.L.	Wholly owned	Venezuela
Exterran Water Solutions ULC	Wholly owned	Canada
ExterranEnergy Solutions Ecuador Cia. Ltda.	Wholly owned	Ecuador
Gas Conditioning of Mexico, S. de R.L. de C.V.	Wholly owned	Mexico
H.C.C. Compressor de Venezuela, C.A.	Wholly owned	Venezuela
Hanover Asia, Inc.	Wholly owned	Delaware
Hanover Cayman Limited	Wholly owned	Cayman Islands
LLC Exterran Vostok	Wholly owned	Russia
Production Operators Cayman Inc.	Wholly owned	Cayman Islands
PT. Exterran Indonesia	Wholly owned	Indonesia
Quimex Sarl	Wholly owned	Switzerland
Quimex Tunisia Sarl	Wholly owned	Tunisia
UCO Compression Holding, L.L.C.	Wholly owned	Delaware
Universal Compression Cayman Ltd.	Wholly owned	Cayman Islands
Universal Compression International Holdings, S.L.U.	Wholly owned	Spain
Universal Compression International Ltd.	Wholly owned	Cayman Islands
Universal Compression International, Inc.	Wholly owned	Delaware
Universal Compression Mauritius	Wholly owned	Mauritius
Universal Compression of Colombia Ltd.	Wholly owned	Cayman Islands
Universal Compression Services de Venezuela C.A.	Wholly owned	Venezuela
Universal Compression Services, LLC	Wholly owned	Delaware
Uniwhale Ltd.	75% owned	Cayman Islands

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Exhibit 99.1

(Subject to Completion, dated July 8, 2015)

16666 Northchase Drive
Houston, Texas 77060
, 2015

Dear Fellow Shareholders:

I am pleased to inform you that Exterran Holdings, Inc. intends to effect the spin-off of Exterran Corporation, a wholly owned subsidiary of Exterran Holdings, through a pro rata stock distribution to holders of Exterran Holdings common stock. Exterran Corporation will own the assets and liabilities associated with Exterran Holdings' international services and global fabrication businesses. In connection with the spin-off, Exterran Holdings will change its name to "Archrock, Inc." and will be traded on the New York Stock Exchange under the symbol "AROC." References to "Archrock" or "Exterran Holdings" before the spin-off refer to Exterran Holdings, Inc. and after the spin-off refer to Archrock, Inc. Upon the completion of the spin-off, Archrock shareholders will own 100% of the outstanding shares of common stock of Exterran Corporation.

The separation will be completed by way of a pro rata distribution of all of the outstanding shares of Exterran Corporation's common stock to Exterran Holdings' shareholders of record as of 5:00 p.m., New York City time, on , 2015, the record date for the distribution. Each Exterran Holdings shareholder of record will receive one share of Exterran Corporation's common stock for every two shares of Exterran Holdings common stock held on the record date. The distribution date of Exterran Corporation shares is expected to be , 2015. Shareholder approval of the spin-off is not required, and you do not need to take any action to receive shares of Exterran Corporation's common stock in the spin-off.

The distribution, which is subject to several customary conditions, will be issued in book-entry form only, which means that no physical stock certificates representing interests in Exterran Corporation will be issued. A book-entry account statement reflecting your ownership of shares of Exterran Corporation's common stock will be mailed to you, or your brokerage account will be credited for the shares on or about the distribution date. No fractional shares of Exterran Corporation's common stock will be issued. Instead, the transfer agent will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing rates and distribute the net cash proceeds pro rata to each holder who would otherwise have been entitled to receive fractional shares in the distribution.

We intend for the spin-off to be tax-free to our shareholders (other than with respect to any cash received in lieu of fractional shares) and to us for U.S. federal income tax purposes. To that end, we expect to obtain an opinion of counsel substantially to the effect that, among other things and subject to certain qualifications and limitations, the distribution, together with certain other transactions, should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, for U.S. federal income tax purposes. You should consult your own tax advisor as to the particular consequences of the spin-off to you, including the applicability and effect of any state, local and non-U.S. tax laws, which may result in the spin-off being taxable to you.

If you sell or otherwise transfer your shares of Exterran Holdings common stock on or prior to the distribution date, you will also be selling your right to receive shares of Exterran Corporation's common stock. You are encouraged to consult with your broker or financial advisor regarding the specific implications of transferring your Exterran Holdings common stock on or prior to the distribution date.

Exterran Corporation's common stock is expected to be traded on the New York Stock Exchange under the symbol "EXTN." **You do not need to take any action to receive your shares of Exterran Corporation's common stock. You do not need to pay any consideration for your shares of Exterran Corporation's common stock or surrender or exchange your shares of Exterran Holdings common stock**.

I encourage you to read the enclosed information statement, which is being mailed to all Exterran Holdings shareholders. It describes the spin-off in detail and contains important information about Exterran Corporation, including financial statements.

I believe the spin-off is a positive event for our shareholders, and I look forward to your continued support as a shareholder of Archrock. We remain committed to working on your behalf to build long-term shareholder value.

Sincerely,

D. Bradley Childers
President and Chief Executive Officer
Exterran Holdings, Inc.

4444 Brittmoore Road
Houston, Texas 77041

, 2015

To Shareholders of Exterran Corporation:

It is my pleasure to welcome you as a shareholder of Exterran Corporation. While we will be a new company upon our separation from Exterran Holdings, Inc., our business has a history of strong financial and operational performance providing global product sales and international energy infrastructure services in Latin America and parts of the Eastern Hemisphere.

We believe operating these businesses as a separate company will: position us to benefit from the continued build-out of the global energy infrastructure and the redevelopment currently underway in North America; create financial flexibility enabling us to continue investing in value-creating contract operations projects; and expand our potential product sales customer base. Accordingly, we believe we can more effectively focus on our global product sales business and our international services businesses as an independent company, and bring more value to you as a shareholder, than we could as a subsidiary of Exterran Holdings.

We currently employ approximately 7,000 people worldwide. We expect to list our common stock on the New York Stock Exchange under the symbol "EXTN."

We thank you in advance for your support as a shareholder of our common stock, and I invite you to learn more about us by reviewing the enclosed information statement.

Sincerely,

Andrew J. Way
President and Chief Executive Officer
Exterran Corporation

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Information contained herein is subject to completion or amendment. A Registration Statement on Form 10 relating to these securities has been filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SUBJECT TO COMPLETION, DATED JULY 8, 2015

INFORMATION STATEMENT

Exterran Corporation

Common Stock

(par value $0.01 per share)

This information statement is being furnished in connection with the distribution by Exterran Holdings, Inc. to its shareholders of all of the outstanding shares of common stock of Exterran Corporation. In connection with such distribution and the related spin-off transactions, Exterran Holdings, Inc. will change its name to "Archrock, Inc.," or Archrock. As of the date of this information statement, Exterran Holdings owns all of Exterran Corporation's outstanding common stock.

To implement the distribution, Exterran Holdings will distribute shares of Exterran Corporation common stock on a pro rata basis to the holders of Exterran Holdings common stock. You, as a holder of Exterran Holdings common stock, will be entitled to receive one share of our common stock for every two shares of Exterran Holdings common stock held as of 5:00 p.m., New York City time, on , 2015, the record date for the distribution. The distribution will be issued in book-entry form only without the delivery of any physical share certificates. No fractional shares of our common stock will be issued. Instead, the transfer agent will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing rates and distribute the net cash proceeds pro rata to each holder who would otherwise have been entitled to receive fractional shares in the distribution. The distribution date for the spin-off will be , 2015.

You will not be required to pay any cash or other consideration for the shares of our common stock that will be distributed to you or to surrender or exchange your shares of Exterran Holdings common stock in order to receive shares of our common stock in the spin-off. The distribution will not affect the number of shares of Exterran Holdings common stock that you hold. Immediately after the distribution is completed, Exterran Corporation will be an independent, publicly traded company. It is expected that the distribution should generally be tax-free to Exterran Holdings and its shareholders for United States of America ("U.S.") federal income tax purposes, except to the extent that cash is received in lieu of fractional shares.

No approval by Exterran Holdings shareholders of the spin-off is required or being sought. You are not being asked for a proxy and you are requested not to send a proxy.

As discussed under "The Spin-Off—Trading of Exterran Holdings Common Stock After the Record Date and Prior to the Distribution," if you sell your shares of Exterran Holdings common stock in the "regular way" market after the record date and on or prior to the distribution date, you also will be selling your right to receive shares of our common stock in connection with the spin-off. You are encouraged to consult with your broker or financial advisor regarding the specific implications of selling your shares of Exterran Holdings common stock on or prior to the spin-off.

There currently is no trading market for our common stock. However, we expect that a limited market, commonly known as a "when-issued" trading market, for our common stock will begin on or shortly after , 2015 and will continue up to and including the spin-off date, and we expect that "regular way" trading of our common stock will begin the first day of trading following the spin-off. Subject to completion of the spin-off, we expect our common stock to be traded on the New York Stock Exchange under the symbol "EXTN."

In reviewing this information statement, you should carefully consider the matters described under the caption "Risk Factors" beginning on page 23.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this information statement is truthful or complete. Any representation to the contrary is a criminal offense.

This information statement does not constitute an offer to sell or the solicitation of an offer to buy any securities.

Exterran Holdings first mailed this information statement to its shareholders on or about , 2015.

The date of this information statement is , 2015.

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This information statement is being furnished solely to provide information to Exterran Holdings shareholders who will receive shares of our common stock in the spin-off. It is not provided as an inducement or encouragement to buy or sell any securities of Exterran Holdings or Exterran Corporation. This information statement describes our business, our relationship with Exterran Holdings and how the spin-off affects Exterran Holdings and its shareholders, and provides other information to assist you in evaluating the benefits and risks of holding or disposing of our common stock that you will receive in the spin-off. You should be aware of certain risks relating to our business, the spin-off and ownership of our common stock, which are described under the heading "Risk Factors." You should not assume that the information contained in this information statement is accurate as of any date other than the date set forth on the front cover. Changes to the information contained in this information statement may occur after that date, and we undertake no obligation to update the information contained in this information statement, unless we are required by applicable securities laws to do so.

Note Regarding the Use of Certain Terms

In this information statement, unless the context requires otherwise or we specifically indicate otherwise, the terms "our company," "we," "our" and "us" when used in a historical context refers to the international services and global fabrication businesses of Exterran Holdings, Inc. and its subsidiaries and when used in the present or future tense refer to Exterran Corporation and its subsidiaries after giving effect to the spin-off. In connection with the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." and will be traded on the New York Stock Exchange under the symbol "AROC." The terms "Exterran Holdings" and "Archrock," when used in a historical context, refer to Exterran Holdings, Inc. and its subsidiaries (including us and all of our subsidiaries) and, when used in the future tense, refer to Archrock, Inc. and its subsidiaries after giving effect to the spin-off (excluding us and all of our subsidiaries). In connection with the spin-off, Exterran Partners, L.P., a Delaware limited partnership controlled and partially owned by Exterran Holdings that provides natural gas contract operations services to customers throughout the U.S. and that is publicly traded on the NASDAQ Global Select Market under the symbol "EXLP," will change its name to "Archrock Partners, L.P." and will be traded on the NASDAQ Global Select Market under the symbol "APLP." The terms "Exterran Partners" and "Archrock Partners," when used in a historical context, refer to Exterran Partners, L.P. and its subsidiaries and, when used in the future tense, refer to Archrock Partners, L.P. and its subsidiaries after giving effect to the spin-off. The term "EESLP" refers to Exterran Energy Solutions, L.P., a Delaware limited partnership. Following the completion of the spin-off, EESLP will be a wholly owned subsidiary of Exterran Corporation. References to Exterran Holdings' "international services businesses" refers to the international contract operations and international aftermarket services businesses of Exterran Holdings conducted outside of the United States. References to Exterran Holdings' "global fabrication business" refers to the fabrication business currently operated by Exterran Holdings worldwide, which Exterran Corporation will operate after the completion of the spin-off as its product sales business.

The separation of our businesses from Exterran Holdings' businesses will be accomplished through a series of transactions in which the assets, liabilities and operations of Exterran Holdings' existing U.S. contract operations and U.S. aftermarket services businesses will be transferred to a newly formed entity indirectly owned by Exterran Holdings (referred to herein as the "first contribution"), and such entity's stock will be distributed in an internal spin-off to Exterran Holdings (referred to herein, together with the first contribution, as the "internal distribution"). Exterran Holdings' existing international contract operations, international aftermarket services and global fabrication businesses will be transferred to us (referred to herein as the "second contribution"), and our common stock will be distributed pro rata to Exterran Holdings' shareholders as of the record date (referred to herein, together with the second contribution, as the "distribution"). We refer to these transactions globally as the "spin-off."

Industry and Market Data

The market data and certain other statistical information used throughout this information statement are based on independent industry publications, government publications and other published independent sources, as well as on our good faith estimates. Although we believe the third-party sources are reliable as of their respective dates, we have not independently verified the accuracy or completeness of this information. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section entitled "Risk Factors." These and other factors could cause results to differ materially from those expressed in these publications.

Basis of Presentation

Certain monetary amounts, percentages and other figures included in this information statement have been subject to rounding adjustments. Percentage amounts included in this information statement have not in all cases been calculated on the basis of such rounded figures but on the basis of such amounts prior to rounding. For this reason, percentage amounts in this information statement may vary from those obtained by performing the same calculations using the figures in our combined financial statements. Certain other amounts that appear in this information statement may not sum due to rounding.

QUESTIONS AND ANSWERS ABOUT THE SPIN-OFF

Q: What is the spin-off?

A: The spin-off will be accomplished through a series of transactions in which the assets, liabilities and operations of Exterran Holdings' existing U.S. contract operations and U.S. aftermarket services businesses will be transferred to a newly formed entity indirectly owned by Exterran Holdings (referred to herein as the "first contribution"), and such entity's stock will be distributed in an internal spin-off to Exterran Holdings (referred to herein, together with the first contribution, as the "internal distribution"). Exterran Holdings' existing international contract operations, international aftermarket services and global fabrication businesses will be transferred to us (referred to herein as the "second contribution"), and our common stock will be distributed pro rata to Exterran Holdings' shareholders as of the record date (referred to herein, together with the second contribution, as the "distribution"). We refer to these transactions globally as the "spin-off."

Q: Who are Archrock and Archrock Partners?

A: In connection with the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." and will be traded on the New York Stock Exchange, or NYSE, under the symbol "AROC," and Exterran Partners, L.P. will change its name to "Archrock Partners, L.P." and will be traded on the NASDAQ Global Select Market under the symbol "APLP." References in this information statement to "Exterran Holdings" or "Archrock," when used in a historical context, refer to "Exterran Holdings, Inc." and its subsidiaries (including us and our subsidiaries), and, when used in the future tense, refer to "Archrock, Inc." and its subsidiaries after giving effect to the spin-off (excluding us and our subsidiaries). In addition, references in this information statement to "Exterran Partners" or "Archrock Partners," when used in a historical context, refer to "Exterran Partners, L.P." and its subsidiaries and, when used in the future tense, refer to "Archrock Partners, L.P." and its subsidiaries after giving effect to the spin-off.

Q: Why is Exterran Holdings separating our business from Exterran Holdings' business?

A: Exterran Holdings' board and management team believe that there are significant expected benefits to the simplified, separate companies resulting from this transaction, including:

- with respect to Archrock:
  - a focus on growing the U.S. services businesses, including organic growth, third party acquisitions and sales by Archrock of additional U.S. contract operations assets over time to Archrock Partners;
  - relatively stable cash flows and a focus on its fee-based natural gas contract compression business;
  - lower debt and capital requirements, allowing Archrock to return a high percentage of cash flow to its shareholders in the form of a dividend;
  - a pure-play yield investment opportunity with significant exposure to the U.S. energy infrastructure redevelopment;
  - opportunities to pursue acquisitions with potentially more highly valued equity currency;
  - a narrowing of industry focus that may potentially provide more extensive and more specialized equity research coverage; and
  - the ability to be valued on a dividend yield basis, consistent with other publicly traded general partners, unlocking value for shareholders.

- with respect to us:

  - a focus on profitable growth in strategic markets and positioning us and our shareholders to benefit from the continued build-out of the global energy infrastructure and the redevelopment currently underway in North America;
  - in our international services businesses, relatively stable cash flows due to our exposure to the production phase of oil and gas development, as compared to drilling and completion related energy service and product providers;
  - limited capital expenditures in our product sales business;
  - financial flexibility to enable investment in value-creating contract operations projects; and
  - the opportunity to expand our potential product sales customer base to include companies in the U.S. contract compression business that have historically been Exterran Holdings' competitors.

For more information, please read "The Spin-Off—Reasons for the Spin-Off."

Q: What is being distributed in the spin-off?

A: Exterran Holdings will distribute one share of our common stock for every two shares of Exterran Holdings common stock outstanding as of the record date for the distribution. Approximately million shares of our common stock will be distributed in the spin-off, based upon the number of shares of Exterran Holdings common stock outstanding on , 2015. The shares of our common stock to be distributed by Exterran Holdings will constitute all of the issued and outstanding shares of our common stock at the closing of the spin-off. For more information on the shares being distributed in the spin-off, please read "Description of Capital Stock."

Q: What is the record date for the spin-off, and when will the spin-off occur?

A: The record date is , 2015, and ownership is determined as of 5:00 p.m., New York City time, on that date. Shares of our common stock will be distributed on , 2015, which we refer to as the distribution date.

Q: As a holder of shares of Exterran Holdings common stock as of the record date, what do I have to do to participate in the spin-off?

A: Nothing. You will receive one share of our common stock for every two shares of Exterran Holdings common stock held as of the record date and retained through the distribution date. You may also participate in the spin-off if you purchase Exterran Holdings common stock in the "regular way" market and retain your Exterran Holdings shares through the distribution date. Please read "The Spin-Off—Trading of Exterran Holdings Common Stock After the Record Date and Prior to the Distribution."

Q: If I sell my shares of Exterran Holdings common stock before or on the distribution date, will I still be entitled to receive shares of Exterran Corporation common stock in the spin-off?

A: If you sell your shares of Exterran Holdings common stock prior to or on the distribution date, you will also be selling your right to receive shares of our common stock. See "The Spin-Off—Trading of Exterran Holdings Common Stock After the Record Date and Prior to the Distribution." You are encouraged to consult with your broker or financial advisor regarding the specific implications of selling your Exterran Holdings common stock prior to or on the distribution date.

Q: How will fractional shares be treated in the spin-off?

A: Exterran Holdings will not distribute any fractional shares of our common stock to its shareholders. Instead, the transfer agent will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing rates and distribute the net cash proceeds pro rata to each holder who would otherwise have been entitled to receive fractional shares in the distribution. For an explanation of how the cash payments for fractional shares will be determined, please read "The Spin-Off—Treatment of Fractional Shares."

Q: Will the spin-off affect the number of shares of Exterran Holdings I currently hold?

A: No. The number of shares of Exterran Holdings common stock held by a shareholder will be unchanged. The market value of each such share, however, is expected to decline to reflect the impact of the distribution.

Q: What are the U.S. federal income tax consequences of the spin-off to me?

A: Exterran Holdings expects to obtain an opinion of Latham & Watkins LLP (the "Tax Opinion") substantially to the effect that, for U.S. federal income tax purposes, (i) the internal distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) the distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, subject to certain qualifications and limitations. Accordingly, for U.S. federal income tax purposes, Exterran Holdings should not recognize any material gain or loss and you generally should recognize no gain or loss or include any amount in taxable income (other than with respect to cash received in lieu of fractional shares) as a result of the spin-off. The material U.S. federal income tax consequences of the spin-off are described in more detail under "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off." Information regarding tax matters in this information statement is for general information purposes only and does not constitute tax advice. **SHAREHOLDERS ARE ENCOURAGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE SPIN-OFF TO THEM**.

Q: How will I determine the tax basis I will have in the shares of stock I receive in the spin-off?

A: Assuming that the distribution is tax-free to Exterran Holdings' shareholders, the tax basis in Exterran Holdings' common stock that you hold immediately prior will be allocated between such Exterran Holdings common stock and shares of our common stock received in the distribution in proportion to the relative fair market values of each immediately following the distribution. You should consult your tax advisor about how this allocation will work in your situation (including a situation where you have purchased Exterran Holdings shares at different times or for different amounts) and regarding any particular consequences of the spin-off to you, including the application of state, local and non-U.S. tax laws. The material U.S. federal income tax consequences of the spin-off are described in more detail under "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off."

Q: Will I receive a stock certificate for Exterran Corporation shares distributed as a result of the spin-off?

A: No. Registered holders of Exterran Holdings common stock who are entitled to participate in the spin-off will receive a book-entry account statement reflecting their ownership of our common stock. Following the spin-off, however, you may request physical stock certificates if you are a holder of record. For additional information, registered shareholders in the United States should contact Exterran Holdings' transfer agent, American Stock Transfer & Trust Co., LLC, through its

website at www.amstock.com. From outside the United States, shareholders may call (800) 937-5449. Please read "The Spin-Off—When and How You Will Receive Exterran Corporation Shares."

Q: What if I hold my shares through a broker, bank or other nominee?

A: Exterran Holdings shareholders who hold their shares through a broker, bank or other nominee will have their brokerage account credited with shares of our common stock. For additional information, those shareholders are encouraged to contact their broker, bank or nominee directly.

Q: What if I have stock certificates reflecting my shares of Exterran Holdings' common stock? Should I send them to the transfer agent or to Exterran Holdings?

A: No. You should not send your stock certificates to the transfer agent or to Exterran Holdings. You should retain your Exterran Holdings stock certificates.

Q: What are the conditions to the spin-off?

A: The spin-off is subject to a number of conditions, including, among others: (1) the continued effectiveness of an opinion of counsel substantially to the effect that, for U.S. federal income tax purposes, (i) the internal distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, and (ii) the distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, subject to certain qualifications and limitations; (2) the SEC's declaring effective the Registration Statement of which this information statement forms a part; and (3) receipt and continued effectiveness of all material consents necessary to consummate the spin-off. However, even if all of the conditions have been satisfied, Exterran Holdings may amend, modify or abandon any and all terms of the spin-off and the related transactions at any time prior to the distribution date. Please read "The Spin-Off—Spin-Off Conditions and Termination."

Q: Will Exterran Corporation incur any debt prior to or at the time of the spin-off?

A: Exterran Holdings currently has in place a $900 million senior secured revolving credit facility (the "existing credit facility"). As of March 31, 2015, there was approximately $454.7 million of available borrowing capacity under the existing credit facility.

In connection with the spin-off, we expect that we, or one of our expected wholly owned subsidiaries, will issue debt securities and enter into a credit facility and other financing arrangements. We refer to the indebtedness we expect to incur in connection with the spin-off as our "debt arrangements" and the agreements governing our debt arrangements as our "debt agreements." We expect to transfer the net proceeds from our debt arrangements, including amounts we borrow under our credit facility and the net proceeds we receive in connection with the issuance of debt securities, to allow Exterran Holdings to repay certain of its existing indebtedness. The amount, type and term of our debt arrangements and the amount of net proceeds we expect to receive from such debt arrangements have not been determined but will be determined prior to the spin-off. We will provide more details about the debt arrangements, including the available borrowing capacity under our credit facility following the spin-off, and the terms of our debt agreements in this information statement when they are available. This information statement shall not be deemed an offer to sell or a solicitation of an offer to buy any debt securities. For more information on our planned debt arrangements, please read "Capitalization" and "Description of Material Indebtedness."

Q: Are there risks to owning shares of our common stock?

A: Yes. Our business is subject both to general and specific business risks relating to its operations, business, industry and common stock. In addition, the spin-off involves specific risks, including risks relating to us being an independent, publicly traded company. Please read "Risk Factors."

Q: Does Exterran Corporation plan to pay cash dividends?

A: We do not currently anticipate paying cash dividends on our common stock. The declaration and amount of future dividends, if any, will be determined by our board of directors and will depend on our financial condition, earnings, capital requirements, financial covenants, industry practice, applicable law and other factors our board of directors deems relevant. Our ability to pay dividends on our common stock may be limited by the covenants of our debt agreements and limitations in our separation and distribution agreement and may be further restricted by the terms of any future debt or preferred securities. See "Dividend Policy," "Description of Material Indebtedness" and "Relationship with Archrock After the Spin-Off—Separation and Distribution Agreement."

Q: Will our common stock trade on a stock market?

A: Currently, there is no public market for our common stock. We expect to list our common stock on the NYSE under the symbol "EXTN." We anticipate that limited trading in shares of our common stock will begin on a "when-issued" basis on or shortly before the record date and will continue up to and including the distribution date and that "regular-way" trading in shares of our common stock will begin on the first trading day following the distribution date. The "when-issued" trading market will be a market for shares of our common stock that will be distributed to Exterran Holdings shareholders on the distribution date. If you owned shares of Exterran Holdings common stock at the close of business on the record date, you would be entitled to shares of our common stock distributed pursuant to the spin-off. You may trade this entitlement to shares of our common stock, without the shares of Exterran Holdings common stock you own, on the "when-issued" market. We cannot predict the trading prices or volume for our common stock before, on or after the distribution date. Please read "Risk Factors—Risks Relating to Ownership of Our Common Stock."

Q: What will happen to Exterran Holdings stock options, restricted stock, restricted stock units and performance units?

A: In connection with the distribution, subject to approval by the compensation committee of the board of directors of Exterran Holdings, Exterran Holdings stock options, restricted stock, restricted stock units and performance units will generally be treated as follows:

- *Pre-2015 Awards.* Immediately prior to the distribution, each outstanding Exterran Holdings stock option, restricted stock award, restricted stock unit award and performance unit award granted prior to calendar year 2015, whether vested or unvested, will be split into two awards, consisting of an Archrock award and an Exterran Corporation award.

- *2015 Awards.* Each Exterran Holdings stock option, restricted stock award, restricted stock unit award and performance unit award that is (i) granted in calendar year 2015 and (ii) held by an individual who will be employed or engaged by Exterran Corporation or its affiliates following the distribution will be converted solely into an Exterran Corporation award. Each Exterran Holdings stock option, restricted stock award, restricted stock unit award and performance unit award that is (i) granted in calendar year 2015 and (ii) held by an individual who will be employed or engaged by Archrock or its affiliates following the distribution will be adjusted to cover Archrock shares.

- *Incentive Stock Options.* Notwithstanding the above, Exterran Holdings "incentive stock options" (within the meaning of Section 422 of the Code), whether granted during or prior to 2015, will be converted solely into options denominated in shares of common stock of the applicable holder's post-distribution employer if the holder thereof elected, prior to the spin-off, to preserve the tax treatment of their Exterran Holdings incentive stock options. Exterran Holdings incentive stock options held by an individual who does not elect, prior to the spin-off, to preserve the tax treatment of his or her Exterran Holdings incentive stock options will be adjusted as otherwise described herein—that is, each such option will either be split into two awards, consisting of an Archrock option and an Exterran Corporation option, or converted solely into an option denominated in shares of common stock of the applicable holder's post-distribution employer, depending on whether the option was granted prior to or during calendar year 2015.

- *Awards Held by Non-Continuing Service Providers.* In addition, notwithstanding the foregoing, each Exterran Holdings stock option held by an individual who will not be employed or engaged with either Archrock or Exterran Corporation (or their respective affiliates) following the distribution will be adjusted solely into an Archrock option covering Archrock shares.

- *General Terms.* Equity awards that are adjusted as described above will generally be subject to the same vesting, expiration, performance conditions and other terms and conditions as applied to the underlying Archrock awards immediately prior to the distribution.

Q: What will be the relationship between Archrock and Exterran Corporation following the spin-off?

A: After the spin-off, Archrock will not own any shares of our common stock. We and Archrock will each be an independent, publicly traded company with its own board of directors and management team. In connection with the spin-off, we are entering into a number of agreements with Archrock that will govern the spin-off and allocate responsibilities for obligations arising before and after the spin-off, including, among others, obligations relating to our employees and taxes. For example, we expect that the separation and distribution agreement we will enter into with Archrock will contain certain noncompetition provisions addressing restrictions for a limited period of time after the spin-off on our ability to provide contract operations services in the United States and on Archrock's ability to provide contract operations services outside of the United States and product sales to customers worldwide, subject to certain exceptions. In addition, we expect to enter into a supply agreement and related storage agreements with Archrock and Archrock Partners on arm's length terms that, among other things, will set forth the terms under which we will provide Archrock and Archrock Partners with fabricated equipment. We also expect to enter into services agreements with Archrock on arm's length terms that will set forth the terms under which the parties will provide each other with installation, start-up, commissioning and other services. Please read "Relationship with Archrock After the Spin-Off."

Q: Will I have appraisal rights in connection with the spin-off?

A: No. Holders of shares of Exterran Holdings common stock are not entitled to appraisal rights in connection with the spin-off.

Q: Who is the transfer agent for your common stock?

A: American Stock Transfer & Trust Co., LLC
Operations Center
6201 15th Avenue
Brooklyn, New York 11219
www.amstock.com

Q: Who is the distribution agent for the spin-off?

A: American Stock Transfer & Trust Co., LLC
Operations Center
6201 15th Avenue
Brooklyn, New York 11219
www.amstock.com

Q: Whom can I contact for more information?

A: If you have questions relating to the mechanics of the distribution of shares of our common stock, you should contact the distribution agent. As noted above, we have not yet selected a distribution agent, but we will do so prior to the completion of the spin-off and will include such distribution agent's contact information in an amendment to this information statement.

Before the spin-off, if you have questions relating to the spin-off, you should contact Exterran Holdings' Senior Vice President, General Counsel and Secretary at:

Exterran Holdings, Inc.
16666 Northchase Drive
Houston, Texas 77060
Attention: Donald Wayne, Senior Vice President, General Counsel and Secretary
Telephone: (281) 836-7000

SUMMARY

The following is a summary of some of the information contained in this information statement. It does not contain all the details concerning us or the spin-off, including information that may be important to you. We urge you to read this entire document carefully, including the risk factors, our historical and pro forma financial statements and the notes to those financial statements.

References in this document to our historical assets, liabilities, business or activities generally refer to the historical assets, liabilities, business or activities of our business as it was conducted as part of Exterran Holdings and its subsidiaries before giving effect to the spin-off. Our historical financial results contained in this information statement may not be indicative of our financial results in the future as an independent company or reflect what our financial results would have been had we been an independent company during the periods presented. Except as otherwise indicated or unless the context otherwise requires, the information included in this information statement assumes the completion of the spin-off.

Our Company

We are currently a wholly owned subsidiary of Exterran Holdings, Inc. In connection with the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." Following the completion of our spin-off from Exterran Holdings, we will be an independent, publicly traded company operating under the name "Exterran Corporation," and we will own the assets and liabilities associated with Exterran Holdings' international services and global fabrication businesses. We refer to the global fabrication business currently operated by Exterran Holdings as our product sales business. Archrock will not retain any ownership interest in our company.

We are a market leader in the provision of compression, production and processing products and services that support the production and transportation of oil and natural gas throughout the world. We provide these products and services to a global customer base consisting of companies engaged in all aspects of the oil and natural gas industry, including large integrated oil and natural gas companies, national oil and natural gas companies, independent oil and natural gas producers and oil and natural gas processors, gatherers and pipeline operators. We report our results of operations in the following three reporting business segments: contract operations, aftermarket services and product sales.

In our contract operations business, which accounted for 23% of our revenue and 52% of our gross margin in 2014, we own and operate natural gas compression equipment and crude oil and natural gas production and processing equipment on behalf of our customers outside of the United States. These services can include engineering, design, procurement, on-site construction and operation of natural gas compression and crude oil or natural gas production and processing facilities for our customers. Our contract operations business is underpinned by long-term commercial contracts with large customers, including several national oil and natural gas companies, which we believe provides us with relatively stable cash flows due to our exposure to the production phase of oil and gas development, compared to drilling and completion related energy service and product providers. We believe our contract operations services generally allow our customers that outsource their compression or production and processing needs to achieve higher production rates than they would achieve with their own operations, resulting in increased revenue for our customers. In addition, outsourcing allows our customers flexibility for their compression and production and processing needs while limiting their capital requirements. These contracts generally involve initial terms ranging from three to five years, and in some cases in excess of 10 years. In many instances, we are able to renew those contracts prior to the expiration of the initial term; in some cases, we may sell the underlying assets to our customers pursuant to purchase options.

In our aftermarket services business, which accounted for 7% of our revenue and 7% of our gross margin in 2014, we provide operations, maintenance, overhaul and reconfiguration services outside of the United States to support our customers who own their own compression, production, processing,

treating and related equipment. Our services range from routine maintenance services and parts sales to the full operation and maintenance of customer-owned assets. We both seek to couple aftermarket services with our product sales business to provide ongoing services to customers who buy equipment from us and to sell those services to customers who have bought equipment from other companies.

In our product sales business, which accounted for approximately 70% of our revenue and 41% of our gross margin in 2014, we design, engineer, manufacture, install and sell natural gas compression packages, as well as equipment used in the production, treating and processing of crude oil and natural gas to customers both i the United States and internationally. We also design, engineer, manufacture and install this equipment for use in our contract operations business. In addition, we combine our products into an integrated solution that we design, engineer, procure and, in certain cases, construct on-site for sale to our customers. We believe the expansive range of products we sell through our global platform enables us to take advantage of the ongoing, worldwide energy infrastructure build-out.

Competitive Strengths

We believe the following key competitive strengths will allow us to create shareholder value:

Global platform and expansive service and product offerings poised to capitalize on the global energy infrastructure build-out. Despite the recent decline in oil and natural gas prices and the potential adverse, short-term impact on demand for our services and products, we expect that global oil and natural gas infrastructur will continue to be built out and provide us with opportunities for growth as we believe our international customer base continues to focus on longer-term fundamentals that are less tied to near-term commodity prices. We believe our size, geographic scope and broad customer base provide us with a unique advantage in meeting our customers' needs, particularly with regard to large-scale project construction and development which will allow us to capture those growth opportunities. We provide our customers a broad variety of products and services in approximately 30 countries worldwide, including outsourced compression, production and processing services, as well as the sale of a large portfolio of natural gas compression and oil and natural gas production and processing equipment and installation services. We believe our contract operations services generally allow our customers that outsource their compression or production and processing needs to achieve higher production rates than they would achieve with their own operations, resulting in increased revenue for our customers. In addition, outsourcing allows our customers flexibility for their compression and production and processing needs while limiting their capital requirements. By offering a broad range of services and products that leverage our core strengths, we believe we provide unique integrated solutions that meet our customers' needs. We believe the breadth and quality of our products and services, the depth of our customer relationships and our presence in many major oil and natural gas-producing regions place us in a position to capture additional business on a global basis.

High-quality products and services. We have built a network of high-quality energy infrastructure assets that are strategically deployed across our global platform. Through our history of operating a wide variety of products in many energy-producing markets around the world, we have developed the technical expertise and experience required to understand the needs of our customers and meet those needs through a range of products and services. These products and services include both highly customized compression, production and processing solutions as well as standard products based on our expertise, in support of a range of projects, from those requiring quick completion to those that may take several years to fully develop. Additionally, this experience has allowed us to develop efficient systems and processes and a skilled workforce that allow us to provide high-quality services throughout international markets. We utilize this technical expertise and long history o developing and operating projects for our customers to continually improve our products and services, which enables us to provide our customers with high-quality, comprehensive oil and natural gas infrastructure support worldwide.

Complementary businesses enable us to offer customers integrated infrastructure solutions. We aim to provide our customers with a single source to meet their energy infrastructure needs, and we believe we have the ability to serve our customers' changing needs in a variety of ways. For customers that seek to limit capital spending on energy infrastructure projects, we offer our full operations services through our contract operations business. Alternatively, for customers that prefer to develop and acquire their own infrastructure assets, we are able to sell equipment and facilities for their operation In addition, in those cases, we can also provide operations, maintenance, overhaul and reconfiguration services following the sale through our aftermarket services business. Finally, we also provide aftermarket services to customers that own compression, production, processing and treating equipment that was not purchased from us. Because of the breadth of our products and our ability to deliver those products through our different delivery models, we believe we are able to provide the solution that is most suitable to our customers in the markets in which they operate. We believe this ability to provide our customers with a variety of products and services provides us with greater stability, as we are able to adjust the products and services we provide to reflect our customers' changing needs.

Cash flows from contract operations business supported by long-term contracts with diverse customer base. We provide contract operations services to customers located in approximately 15 countries. Within our contract operations business, we seek to enter into long-term contracts with a diverse collection of customers, including large integrated oil and natural gas companies and national energy companies. These contracts generally involve initial terms ranging from three to five years, and in some cases can be in excess of 10 years, and typically require our customers to pay our monthly service fee even during periods of limited or disrupted natural gas flows. In addition, our large, international customer base provides a diversified revenue stream, which we believe reduces customer and geographic concentration risk. Furthermore, our customer base includes several companies that are among the largest and most well-known companies within their respective regions throughout our global platform.

Experienced management team. We have an experienced and skilled management team with a long track record of driving growth through organic expansion and selective acquisitions. The members of our management team have strong relationships in the oil and gas industry and have operated through numerous commodity price cycles throughout our areas of operations. Members of our management team have spent a significant portion of their respective careers at highly regarded energy and manufacturing companies, such as Exterran Holdings, and have accumulated an average of over 25 years of industry experience.

Well-balanced capital structure with sufficient liquidity. We intend to maintain a capital structure with an appropriate amount of leverage and the financial flexibility to invest in our operations and pursue attractive growth opportunities that we believe will increase the overall earnings and cash flow generated by our business. As of March 31, 2015, on a pro forma basis after giving effect to the spin-off, we would have had access to $ million of available borrowings under our debt agreements. In addition, as of March 31, 2015, we would have had approximately $51.5 million of cash and cash equivalents on hand on a pro forma basis.

Business Strategies

We intend to continue to capitalize on our competitive strengths to meet our customers' needs through the following key strategies:

Strategically grow our business to generate attractive returns to our shareholders. Our primary strategic focus involves the growth of our business through expanding our product and services offerings and growing our customer base, as well as targeting redevelopment opportunities in the U.S. energy market and expansions into new international markets benefiting from the global energy infrastructure build-out. Our diverse product and service portfolio allows us to readily respond to

changes in industry and economic conditions. We believe our global footprint allows us to provide the prompt product availability our customers require, and we can construct projects in new locations as needed to meet customer demand. We have the ability to readily deploy our capital to construct new or supplemental projects that we build, own and operate on behalf of our customers through our contract operations business. In addition, we seek to provide our customers with integrated infrastructure solutions by combining product and service offerings across our businesses. As an independent company, we plan to supplement our organic growth wi select acquisitions in key markets to further enhance our geographic reach, product offerings and other capabilities. We believe acquisitions of this nature will allow u to generate incremental revenues from existing and new customers and obtain greater market share.

Expand customer base and deepen relationships with existing customers. We believe the uniquely broad range of services we offer, the quality of our produc and services and our diverse geographic footprint positions us well to attract new customers and cross-sell our products and services to existing customers. In additior we have a long history of providing the products and services we offer to our customers, which we couple with the technical expertise of our experienced engineering personnel to understand and meet our customers' needs, particularly as those needs develop and change over time. We intend to devote significant business development resources to market our products and services, leverage existing relationships and expedite our growth potential. We also seek to provide supplemental projects and services to our customers as their needs evolve over time. Finally, we expect to be able to offer certain of our products, including fabricated compressors, to prospective customers that are competitors of Archrock, which increases our prospective customer base and provides us with the opportunity to diversify our revenue sources.

Continue our industry-leading safety performance. Because of our emphasis on training and safety protocols for our employees, we have delivered industry-leading safety performance, which has resulted in our achieving a strong reputation for safety. We believe this safety performance and reputation helps us to attract an retain customers and employees. We have adopted rigorous processes and procedures to facilitate our compliance with safety regulations and policies. We work diligently to meet or exceed applicable safety regulations, and we intend to continue to focus on our safety monitoring function as our business grows and operating conditions change.

Continue to optimize our global platform, products and services and enhance our profitability. We regularly review and evaluate the quality of our operation products and services. This process includes customer review programs to assess the quality of our performance. In addition, we intend to use our global platform to reach a wide variety of customers, which we believe can enable us to achieve cost savings in our operations. We believe our ongoing focus on improving the quality c our operations, products and services results in greater satisfaction among our customers, which we believe results in greater profitability and value for our shareholders.

The Spin-Off and Our Relationship with Archrock After the Spin-Off

The board of directors of Exterran Holdings regularly reviews the various operations conducted by Exterran Holdings to ensure that resources are deployed and activities are pursued in the best interest of its shareholders. On November 17, 2014, Exterran Holdings announced that its board of directors had approved in principl a plan involving the pro rata distribution of all of our shares of common stock to Exterran Holdings' shareholders in a distribution intended to be tax-free to us and such shareholders for U.S. federal income tax purposes (other than with respect to any cash received in lieu of fractional shares). The spin-off is subject to, among other things, final approval by the Exterran Holdings board of directors and the conditions described below under "The Spin-Off—Spin-Off Conditions and Termination." We expect to complete the spin-off on or about , 2015.

However, we cannot assure you that the spin-off will be completed on the anticipated timeline, or at all, or that the terms of the spin-off will not change.

We are currently a wholly owned subsidiary of Exterran Holdings. Following the completion of the spin-off, we expect to own the assets and are obligated on the liabilities comprising Exterran Holdings' international services and global fabrication businesses.

On or before the distribution date, we and Archrock will enter into agreements to define various post spin-off relationships between Archrock and us in various contexts. For example, we expect that the separation and distribution agreement we will enter into with Archrock will contain certain noncompetition provisions addressing restrictions for a limited period of time after the spin-off on our ability to provide contract operations services in the United States and on Archrock's abilit to provide contract operations services outside of the United States and product sales to customers worldwide, subject to certain exceptions. In addition, we will enter into the transition services agreement with Archrock under which the parties will provide one another with certain transition services on an interim basis. We and Archrock will also enter into a tax matters agreement that will govern the respective rights, responsibilities and obligations of Archrock and us after the spin-off with respect to taxes, tax attributes, the preparation and filing of tax returns, the control of tax audits and other tax proceedings and assistance and cooperation in respect of tax matters. The tax matters agreement will contain certain restrictions on our ability to take, or fail to take, actions that could cause the distribution to fail to qualify a tax-free. Moreover, we expect to enter into a supply agreement and related storage agreements with Archrock and Archrock Partners on arm's length terms that, amon other things, will set forth the terms under which we will provide Archrock and Archrock Partners with fabricated equipment. We also expect to enter into services agreements with Archrock on arm's length terms that will set forth the terms under which the parties will provide each other with installation, start-up, commissioning and other services. See "Risk Factors—Risks Relating to the Spin-Off." For more information regarding these agreements, see "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us" and the historical and pro forma financial statements and the notes thereto included elsewhere in this information statement.

Risk Factors

Our business is subject to a number of risks, including risks related to the spin-off. The following list of risk factors is not exhaustive. Please read "Risk Factors" carefully for a more thorough description of these and other risks.

Risks Relating to Our Business

- Continued low oil and natural gas prices could continue to depress or further decrease demand or pricing for our natural gas compression and oil and natural gas production and processing equipment and services and, as a result, adversely affect our business.
- The erosion of the financial condition of our customers could adversely affect our business.
- Failure to timely and cost-effectively execute on larger projects could adversely affect our business.
- We may incur losses on fixed-price contracts, which constitute a significant portion of our product sales business.
- There are many risks associated with conducting operations in international markets, including our largest international markets for contract operation which include Mexico, Brazil and Argentina.

- We are due to receive a substantial amount in installment payments from the purchaser of our previously nationalized Venezuelan assets, the nonpayment of which would reduce the anticipated amount of funds available to us to repay indebtedness and for general corporate purposes.
- We are exposed to exchange rate fluctuations in the international markets in which we operate. A decrease in the value of any of these currencies relative to the U.S. dollar could reduce profits from international operations and the value of our international net assets.
- We will have a substantial amount of debt that could limit our ability to fund future growth and operations and increase our exposure to risk during adverse economic conditions.
- Covenants in our debt agreements may impair our ability to operate our business.
- We may be vulnerable to interest rate increases due to our floating rate debt obligations.
- The termination of or any price reductions under certain of our contract operations services contracts could have a material impact on our business.
- Following the spin-off, we may face challenges as a result of being a smaller, less diversified company than we were as part of Exterran Holdings prio to the spin-off.
- We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act, or FCPA, similar worldwide anti-bribery laws and trade contro laws. If we are found to have violated the FCPA or other legal requirements, we may be subject to criminal and civil penalties and other remedial measures, which could materially harm our reputation, business, results of operations, financial condition and liquidity.

Risks Relating to the Spin-Off

- We may not realize some or all of the benefits we expect to achieve from our separation from Exterran Holdings.
- The combined value of Archrock and Exterran Corporation shares after the spin-off may not equal or exceed the value of Archrock shares prior to the spin-off.
- A large number of our shares are or will be eligible for future sale, which may cause the market price for our common stock to decline.
- Our historical combined and pro forma financial information may not be representative of the results we would have achieved as a stand-alone public company and may not be a reliable indicator of our future results.
- Our costs will increase as a result of operating as a public company, and our management will be required to devote substantial time to complying with public company regulations.
- Our accounting and other management systems and resources may not be adequately prepared to meet the financial reporting and other requirements t which we will be subject following the spin-off and may strain our resources.
- Following the spin-off, we and Archrock will be subject to certain noncompetition restrictions, which may limit our ability to grow our business.
- Following the spin-off, we and Archrock will provide each other with certain services under the transition services agreement that may require us to divert resources from our business, which in turn may negatively impact our business, financial condition and results of operations.

- Following the spin-off, we will provide Archrock and Archrock Partners with certain fabricated products, including compressors, and we will depend on Archrock and Archrock Partners for a significant amount of our product sales revenues.

- Several members of our board and management may have conflicts of interest because of their ownership of shares of common stock of or other equity interests in Exterran Holdings.

- We will be subject to continuing contingent tax liabilities of Exterran Holdings following the spin-off.

- The tax treatment of the distribution is subject to uncertainty. If the distribution does not qualify as a transaction that is tax-free for U.S. federal income tax purposes, we, Archrock and our shareholders could be subject to significant tax liability and, in certain circumstances, we could be required to indemnify Archrock for material taxes pursuant to indemnification obligations under the tax matters agreement.

Risks Relating to Ownership of Our Common Stock

- No market currently exists for our common stock. We cannot assure you that an active trading market will develop for our common stock.

- The market price and trading volume of our common stock may be volatile and you may not be able to resell your shares at or above the initial market price of our common stock following the spin-off.

Corporate Information

The address of our principal executive offices is 4444 Brittmoore Road, Houston, Texas 77041. Our main telephone number is (281) 854-3000. Our website address is www. .com. Information contained on our website is not incorporated by reference into this information statement or the registration statement on Form 10 of which this information statement is a part, and you should not consider information on our website as part of this information statement or such registration statement on Form 10.

Summary of the Spin-Off

The following is a brief summary of the terms of the spin-off. Please see "The Spin-Off" for a more detailed description of the matters described below.

Distributing company	Exterran Holdings, which is our parent company. After the spin-off, Archrock will not retain any shares of our common stock.
Distributed company	Exterran Corporation, which is currently a wholly owned subsidiary of Exterran Holdings. After the spin-off, we will be an independent, publicly traded company.
Distribution ratio	Each holder of Exterran Holdings common stock will receive one share of our common stock for every two shares of Exterran Holdings common stock held on the record date. Approximately million shares of our common stock will be distributed in the spin-off, based upon the number of shares of Exterran Holdings common stock outstanding on , 2015. The shares of our common stock to be distributed by Exterran Holdings will constitute all of the issued and outstanding shares of our common stock. For more information on the shares being distributed in the spin-off, see "Description of Capital Stock."
Fractional shares	The transfer agent identified below will automatically aggregate fractional shares into whole shares and sell them on behalf of shareholders in the open market at prevailing market prices and distribute the net cash proceeds pro rata to each Exterran Holdings shareholder who otherwise would have been entitled to receive a fractional share in the spin-off. You will not be entitled to any interest on the amount of payment made to you in lieu of a fractional share. See "The Spin-Off—Treatment of Fractional Shares."
Distribution procedures	On or about the distribution date, the distribution agent identified below will distribute the shares of our common stock to be distributed by crediting those shares to book-entry accounts established by the transfer agent for persons who were shareholders of Exterran Holdings as of 5:00 p.m., New York City time, on the record date. Shares of our common stock will be issued only in book-entry form. No paper stock certificates will be issued. You will not be required to make any payment or surrender or exchange your shares of Exterran Holdings common stock or take any other action to receive your shares of our common stock. However, as discussed below, if you sell shares of Exterran Holdings common stock in the "regular way" market between the record date and the distribution date, you will be selling your right to receive the associated shares of our common stock in the spin-off. Registered shareholders will receive additional information from the transfer agent shortly after the distribution date. Beneficial shareholders will receive information from their brokerage firms.

Distribution agent, transfer agent and registrar for our shares of common stock	American Stock Transfer & Trust Co., LLC
Record date	5:00 p.m., New York City time, on , 2015.
Distribution date	, 2015.
Trading prior to or on the distribution date	It is anticipated that, beginning on or shortly before the record date, Exterran Holdings' shares will trade in two markets on the NYSE, a "regular way" market and an "ex-distribution" market. Investors will be able to purchase Exterran Holdings shares without the right to receive shares of our common stock in the "ex-distribution" market for Exterran Holdings common stock. Any holder of Exterran Holdings common stock who sells Exterran Holdings shares in the "regular way" market on or before the distribution date will also be selling the right to receive shares of our common stock in the spin-off. You are encouraged to consult with your broker or financial advisor regarding the specific implications of selling Exterran Holdings common stock prior to or on the distribution date.
Assets and liabilities of the distributed company	Prior to completion of the spin-off, we and Exterran Holdings will enter into a separation and distribution agreement that contains the key provisions relating to the separation of our business from Exterran Holdings and the distribution of our shares of common stock. The separation and distribution agreement identifies the assets to be transferred, liabilities to be assumed and contracts to be assigned either to us by Exterran Holdings or by us to Exterran Holdings in the spin-off and describe when and how the Transactions will occur. Please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Separation and Distribution Agreement."

Relationship with Archrock after the spin-off	On or before the distribution date, we and Archrock will enter into agreements to define various continuing relationships between Archrock and us in various contexts. In particular, we will enter into the transition services agreement with Archrock under which the parties will provide each other with certain transition services on an interim basis. We and Archrock will also enter into a tax matters agreement that will govern the respective rights, responsibilities and obligations of Archrock and us after the spin-off with respect to taxes, tax attributes, the preparation and filing of tax returns, the control of tax audits and other tax proceedings and assistance and cooperation in respect of tax matters. The tax matters agreement will contain certain restrictions on our ability to take, or fail to take, actions that could cause the distribution to fail to qualify as tax-free. In addition, we expect to enter into a supply agreement and related storage agreements with Archrock and Archrock Partners on arm's length terms that, among other things, will set forth the terms under which we will provide Archrock and Archrock Partners with fabricated equipment. We also expect to enter into services agreements with Archrock on arm's length terms that will set forth the terms under which the parties will provide each other with installation, start-up, commissioning and other services. Please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us."
Indemnities	Under the terms of the tax matters agreement we will enter into in connection with the spin-off, we generally will be required to indemnify Archrock for all taxes attributable to our business, whether accruing before, on or after the date of the spin-off and for 50% of certain taxes imposed on Archrock or its subsidiaries that do not clearly relate to either our business or Archrock's business. We will also generally be required to indemnify Archrock for any taxes arising from the spin-off or certain related transactions that are imposed on us, Archrock or its other subsidiaries, to the extent such taxes result from certain actions or failures to act by us that occur after the effective date of the tax matters agreement, and for 50% of such taxes to the extent such taxes do not result from certain actions or failures to act by us or Archrock. Please see "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off—Tax Matters Agreement." Please see also "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Tax Matters Agreement." Under the separation and distribution agreement entered into in connection with the spin-off, we will also indemnify Archrock and its remaining subsidiaries against various claims and liabilities relating to the past operation of our business. Please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Separation and Distribution Agreement."

U.S. federal income tax consequences	Exterran Holdings expects to obtain an opinion of counsel substantially to the effect that, for U.S. federal income tax purposes, (i) the internal distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, and (ii) the distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, subject to certain qualifications and limitations. Accordingly, for U.S. federal income tax purposes, Exterran Holdings should not recognize any material gain or loss and you generally should recognize no gain or loss or include any amount in taxable income (other than with respect to cash received in lieu of fractional shares) as a result of the spin-off. The material U.S. federal income tax consequences of the spin-off are described in more detail under "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off."
Conditions to the spin-off	We expect that the spin-off will be effective on , 2015, provided that the conditions set forth under the caption "The Spin-Off—Spin-Off Conditions and Termination" have been satisfied in Exterran Holdings' sole and absolute discretion. However, even if all of the conditions have been satisfied, Exterran Holdings may amend, modify or abandon any and all terms of the spin-off and the related transactions at any time prior to the distribution date.
Reasons for the spin-off	Exterran Holdings' board and management team believe that there are significant expected benefits to the simplified, separate companies resulting from this transaction, including: with respect to Archrock: • a focus on growing the U.S. services businesses, including organic growth, third party acquisitions and sales by Archrock of additional U.S. contract operations assets over time to Archrock Partners; • relatively stable cash flows and a focus on its fee-based natural gas contract compression business; • lower debt and capital requirements, allowing Archrock to return a high percentage of cash flow to shareholders in the form of a dividend; • a pure-play yield investment opportunity with significant exposure to the U.S. energy infrastructure redevelopment; • opportunities to pursue acquisitions with potentially more highly valued equity currency; • a narrowing of industry focus that may potentially provide more extensive and more specialized equity research coverage; and • the ability to be valued on a dividend yield basis, consistent with other publicly traded general partners, unlocking value for shareholders.

	with respect to us: • a focus on profitable growth in strategic markets and positioning us and our shareholders to benefit from the continued build-out of the global energy infrastructure and the redevelopment currently underway in North America; • in our international services businesses, relatively stable cash flows due to our exposure to the production phase of oil and gas development, as compared to drilling and completion related energy service and product providers; • limited capital expenditures in our product sales business; • financial flexibility to enable investment in value-creating contract operations projects; and • the opportunity to expand our potential product sales customer base to include companies in the U.S. contract compression business that have historically been Exterran Holdings' competitors. In addition, we believe the spin-off will enable us to recognize revenue and profit on sales of certain newly fabricated equipment to Archrock and Archrock Partners that for accounting purposes were previously eliminated in the course of consolidating the financial statements of Exterran Holdings. For more information, please read "The Spin-Off—Reasons for the Spin-Off."
Stock exchange listing	Currently there is no public market for our common stock. Subject to completion of the spin-off, we expect our common stock to be traded on the NYSE under the symbol "EXTN." We anticipate that limited trading in shares of our common stock will begin on a "when-issued" basis on or shortly before the record date and will continue up to and including through the distribution date and that "regular-way" trading in shares of our common stock will begin on the first trading day following the distribution date. "When-issued" trading refers to a transaction made conditionally because the security has been authorized but not yet issued. On the first trading day following the distribution of our shares of common stock in the spin-off, "when-issued" trading in respect of our common stock will end and "regular way" trading will begin. "Regular way" trading refers to trading after a security has been issued and typically involves a transaction that settles on the third full business day following the date of the transaction. We cannot predict the trading prices or volume of our common stock following the spin-off. In connection with the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." Following the spin-off, Archrock common stock will remain outstanding and will trade on the NYSE under the symbol "AROC."

Dividend policy	We do not currently anticipate paying cash dividends on our common stock. The declaration and amount of future dividends, if any, will be determined by our board of directors and will depend on our financial condition, earnings, capital requirements, financial covenants, industry practice, applicable law and other factors our board of directors deems relevant. Please read "Dividend Policy."
Risk factors	You should carefully review the risks relating to our business, the spin-off and ownership of our common stock described in this information statement. Please read "Risk Factors."

SUMMARY HISTORICAL AND PRO FORMA FINANCIAL DATA

The following tables present the summary historical and pro forma financial information of Exterran Holdings' historical international contract operations and global fabrication reporting segments and the international component of Exterran Holdings' aftermarket services reporting segment reflected in its historical financia statements discussed herein and included elsewhere in this information statement. We refer to the global fabrication reporting business currently operated by Exterran Holdings as our product sales business. The balance sheet data as of December 31, 2014 and 2013 and the statements of operations and cash flows data for each of the years ended December 31, 2014, 2013 and 2012 are derived from our audited combined financial statements included elsewhere in this information statement. The balance sheet data as of March 31, 2015 and the statements of operations and cash flows data for each of the three months ended March 31, 2015 and 2014 are derive from our unaudited combined financial statements included elsewhere in this information statement. The balance sheet data as of March 31, 2014 is derived from our unaudited combined financial statements, which are not included in this information statement. Management believes that the unaudited combined financial statement have been prepared on the same basis as the audited combined financial statements and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the information for the periods presented. Results for the interim periods may not necessarily be indicative of results for the full year. The results from continuing operations for all periods presented exclude the results of our Venezuelan contract operations business and Canadian contract operations and aftermarket services businesses ("Canadian Operations"). Those results are reflected in discontinued operations for all periods presented.

The unaudited pro forma condensed combined financial statements as of and for the three months ended March 31, 2015 and for the year ended December 31, 2014 have been derived from Exterran Holdings' financial statements and adjusted to give effect to the spin-off and the other transactions described under "Unaudited Pro Forma Condensed Combined Financial Statements." The summary historical and pro forma financial information presented below should be read in conjunction with our financial statements and accompanying notes, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Unaudited Pr Forma Condensed Combined Financial Statements" included elsewhere in this information statement. The financial information may not be indicative of our future performance and does not necessarily reflect what the financial position and results of operations would have been had we operated as a separate, stand-alone entity during the periods presented, including changes that will occur in our operations as a result of our spin-off from Exterran Holdings.

	Historical					Pro Forma	
	Years Ended December 31,			Three Months Ended March 31,		Three Months Ended March 31,	Year Ended December 31,
	2014	2013	2012	2015	2014	2015	2014
(in thousands)							
Statement of Operations Data:							
Revenues	$ 2,172,754	$ 2,415,473	$ 2,068,724	$ 532,047	$ 473,132	$	$
Gross margin(1)	596,869	583,516	484,606	144,065	141,166		
Selling, general and administrative	267,493	264,890	269,812	58,566	64,656		
Depreciation and amortization	173,803	140,029	167,499	38,795	36,166		
Long-lived asset impairment(2)	3,851	11,941	5,197	4,579	—		
Restructuring charges(2)	—	—	3,892	—	—	—	—
Interest expense	1,905	3,551	5,318	507	484		
Equity in income of non-consolidated affiliates(2)	(14,553)	(19,000)	(51,483)	(5,006)	(4,693)		
Other (income) expense, net	7,222	(1,966)	5,638	8,391	(2,198)		
Provision for income taxes	77,833	97,367	26,226	19,384	22,405		
Income from continuing operations	79,315	86,704	52,507	18,849	24,346		
Income from discontinued operations, net of tax(2)	73,198	66,149	66,843	18,743	18,683		
Net income	152,513	152,853	119,350	37,592	43,029		
Balance Sheet Data (at period end):							
Cash and cash equivalents	$ 39,361	$ 35,194	$ 34,167	$ 51,450	$ 61,009	$	$
Working capital(3)	481,596	372,186	347,762	544,306	464,820		
Total assets	2,032,823	1,999,211	2,133,502	2,025,854	2,024,937		
Long-term debt(4)	1,107	1,539	—	994	1,444		
Total equity	1,451,822	1,373,904	1,407,394	1,489,363	1,455,858		
Cash Flow Data:							
Net cash flows provided by (used in):							
Operating activities	$ 150,942	$ 170,286	$ 168,433	$ 24,319	$ (5,087)		
Investing activities	(63,577)	14,913	41,700	(15,413)	2,802		
Financing activities	(79,273)	(182,685)	(196,934)	3,414	32,509		
Other Financial Data:							
EBITDA, as adjusted(1)	$ 326,729	$ 324,905	$ 216,562	$ 84,616	$ 78,627		
Capital expenditures:							
Contract Operations Equipment:							
Growth(5)	$ 97,931	$ 36,468	$ 107,658	$ 29,612	$ 15,906		
Maintenance(6)	24,377	21,591	22,530	5,241	4,054		
Other	35,546	42,136	34,602	5,696	6,481		

(1) Gross margin and EBITDA, as adjusted are non-GAAP financial measures. Gross margin and EBITDA, as adjusted are defined, reconciled to net income (loss) and discussed further under "Selected Historical Combined Financial Data—Non-GAAP Financial Measures."

(2) See notes to the Combined Financial Statements included elsewhere in this information statement for further discussion regarding these line items.

(3) Working capital is defined as current assets minus current liabilities.

(4) Long-term debt for each of the periods presented represents our capital lease obligations.

(5) Growth capital expenditures are made to expand or to replace partially or fully depreciated assets or to expand the operating capacity or revenue of existing or new assets, whether through construction, acquisition or modification. The majority of our growth capital expenditures are related to the acquisition cost of new compressor units and processing and treatin equipment that we add to our fleet and installation costs on integrated projects. In addition, growth capital expenditures can also include the upgrading of major components on an existing compressor unit where the current configuration of the compressor unit is no longer in demand and the compressor unit is not likely to return to an operating status without the capital expenditures. These latter expenditures substantially modify the operating parameters of the compressor unit such that it can be used for previously unsuitable applications.

(6) Maintenance capital expenditures are made to maintain the existing operating capacity of our assets and related cash flows further extending the useful lives of the assets. Maintenance capital expenditures are related to the major overhauls of significant components of a compressor unit, such as the engine, compressor and cooler, that return the components to a "like-new" condition, but do not modify the applications for which the compressor unit was designed.

RISK FACTORS

You should carefully consider the risks and uncertainties described below in addition to the other information contained in this information statement. Some of these risks relate principally to our spin-off from Exterran Holdings, while others relate principally to our business and the industry in which we operate or to the securities markets generally and ownership of our common stock. Specifically, please see "Cautionary Statement Concerning Forward-Looking Statements" for a discussion of events that may affect our business. Our business, financial condition and results of operations could be materially adversely affected by any of these risks, and, as a result, the trading price of our common stock could materially decline.

Risks Relating to Our Business

Continued low oil and natural gas prices could continue to depress or further decrease demand or pricing for our natural gas compression and oil and natural gas production and processing equipment and services and, as a result, adversely affect our business.

Our results of operations depend upon the level of activity in the global energy market, including oil and natural gas development, production, processing and transportation. Oil and natural gas prices and the level of drilling and exploration activity can be volatile. For example, oil and natural gas exploration and development activity and the number of well completions typically decline when there is a sustained reduction in oil or natural gas prices or significant instability in energy markets. Even the perception of longer-term lower oil or natural gas prices by oil and natural gas exploration, development and production companies can result in their decision to cancel, reduce or postpone major expenditures or to reduce or shut in well production.

Global oil prices have declined recently. For example, West Texas Intermediate crude oil spot prices as of March 31, 2015 were approximately 11% and 53% lower than prices at December 31, 2014 and March 31, 2014, respectively. In addition, natural gas prices in North America can be volatile. For example, the Henry Hub spot price for natural gas at March 31, 2015 was approximately 16% and 41% lower than the price at December 31, 2014 and March 31, 2014, respectively. If oil or natural gas exploration and development activity continues to decline in North America or other parts of the world, the level of production activity and the demand for our contract operations services, natural gas compression equipment and oil and natural gas production and processing equipment could continue to remain depressed or could further decrease, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. A reduction in demand for our products and services could also force us to reduce our pricing substantially, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Moreover, a reduction in demand for our products and services could result in our customers seeking to preserve capital by canceling short-term contracts, canceling or delaying scheduled maintenance of their existing natural gas compression and oil and natural gas production and processing equipment, determining not to enter into new contract operations service contracts or purchase new compression and oil and natural gas production and processing equipment, or canceling or delaying orders for our products and services, any of which could have a material adverse effect on our business, financial condition, results of operations and cash flows. For example, booking activity levels for our fabricated products in each of our North America and international markets during the three months ended March 31, 2015 have decreased by approximately 82% and 76%, respectively, compared to the three months ended December 31, 2014, and each of our North America and international markets product sales backlog as of March 31, 2015 decreased by approximately 29% and 17%, respectively, compared to December 31, 2014. In periods of volatile commodity prices, the timing of any change in activity levels by our customers is difficult to predict. As a result, our ability to project the anticipated activity level for our business, and particularly our fabrication segment, in the second half of 2015 and beyond is limited. If these reduced booking levels persist for a sustained period, we could experience a material adverse effect on our business, financial condition, results of operations and cash flows.

The erosion of the financial condition of our customers could adversely affect our business.

Many of our customers finance their exploration and development activities through cash flow from operations, the incurrence of debt or the issuance of equity. During times when the oil or natural gas markets weaken, our customers are more likely to experience a downturn in their financial

condition. A reduction in borrowing bases under reserve-based credit facilities, the lack of availability of debt or equity financing or other factors that negatively impact our customers' financial condition could result in our customers seeking to preserve capital by reducing prices under or cancelling contracts with us, determining not to renew contracts with us, cancelling or delaying scheduled maintenance of their existing natural gas compression and oil and natural gas production and processing equipment, determining not to enter into contract operations agreements or not to purchase new compression and oil and natural gas production and processing equipment, or determining to cancel or delay orders for our products and services. Any such action by our customers would reduce demand for our products and services. Reduced demand for our products and services could adversely affect our business, financial condition, results of operations and cash flows, which may, in turn, reduce any dividends we may pay to our shareholders. In addition, in the event of the financial failure of a customer, we could experience a loss on all or a portion of our outstanding accounts receivable associated with that customer.

Failure to timely and cost-effectively execute on larger projects could adversely affect our business.

Our international projects typically have a relatively larger size and scope than the majority of Exterran Holdings' projects in the United States, which can translate into more technically challenging conditions or performance specifications for our products and services. Contracts with our customers for these projects typically specify delivery dates, performance criteria and penalties for our failure to perform. Any failure to execute such larger projects in a timely and cost effective manner could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We may incur losses on fixed-price contracts, which constitute a significant portion of our product sales business.

In connection with projects and services performed under fixed-price contracts, we generally bear the risk of cost over-runs, operating cost inflation, labor availability and productivity, and supplier and subcontractor pricing and performance, unless additional costs result from customer-requested change orders. Under both our fixed-price contracts and our cost-reimbursable contracts, we may rely on third parties for many support services, and we could be subject to liability for their failures. For example, we have experienced losses on certain large fabrication or manufacturing projects that have negatively impacted our product sales results. Any failure to accurately estimate our costs and the time required for a fixed-price fabrication or manufacturing project at the time we enter into a contract could have a material adverse effect on our business, financial condition, results of operations and cash flows.

There are many risks associated with conducting operations in international markets.

Following the spin-off, our contract operations and aftermarket services businesses, and a portion of our product sales business, will be conducted in countries outside the United States. We operate in many countries. The countries with our largest contract operations businesses include Mexico, Brazil and Argentina. We are exposed to risks inherent in doing business in each of the countries where we operate. Our operations are subject to various risks unique to each country that could have a material adverse effect on our business, financial condition, results of operations and cash flows. For example, in 2009 Petroleos de Venezuela S.A. ("PDVSA"), the Venezuelan state-owned oil company, assumed control over substantially all of our assets and operations in Venezuela.

In April 2012, Argentina assumed control over its largest oil and gas producer, Yacimientos Petroliferos Fiscales ("YPF"). We had approximately 523,000 horsepower of compression in Argentina as of December 31, 2014, and we generated $172.5 million of revenue in Argentina, including $78.5 million of revenue from YPF, during the year ended December 31, 2014. As of December 31, 2014, $16.0 million of our cash was in Argentina. As is not uncommon during periods of low commodity prices, we have recently been requested to provide modest pricing reductions to YPF for certain of our services and are currently in discussions to reach an acceptable agreement. This request for pricing reductions is unrelated to the nationalization of YPF, which has not had a direct impact on our business to date. We are unable to predict what further effect, if any, the nationalization of YPF will have on our business in Argentina going forward, or whether Argentina will nationalize additional businesses in the oil and gas industry; however, the nationalization of YPF, the nationalization of

additional businesses or the taking of other actions listed below by Argentina could have a material adverse effect on our business, financial condition, results of operations and cash flows.

More generally in Argentina, the ongoing social, political, economic and legal climate has given rise to significant uncertainties about the country's economic and political future. Since the presidential election in late 2011, the Argentine government has increasingly used foreign-exchange, price, trade and capital controls to attempt to address the country's economic challenges. Argentina's current regulations restrict foreign exchange, including exchanging Argentine pesos for U.S. dollars in certain cases, and we are unable to freely repatriate cash from Argentina. Therefore, the cash flow from our operations in Argentina may not be a reliable source of funding for our operations outside of Argentina, which could limit our ability to grow. Restrictions on our ability to exchange Argentine pesos for U.S. dollars subject us to risk of currency devaluation on future earnings in Argentina. During 2014, we used Argentine pesos to purchase certain short-term investments in Argentine government issued U.S. dollar denominated bonds. The effective Argentine peso to U.S. dollar exchange rate embedded in the purchase price of $24.3 million of bonds resulted in our recognition of a loss during the year ended December 31, 2014 of $6.5 million, which is included in other (income) expense, net, in our combined statements of operations.

In addition, the Argentine government may adopt additional regulations or policies in the future that may impact, among other things, (i) the timing of and our ability to repatriate cash from Argentina to the U.S. and other jurisdictions, (ii) the value of our assets and business in Argentina and (iii) our ability to import into Argentina the materials necessary for our operations. Any such changes could have a material adverse effect on our operations in Argentina and may negatively impact our business, results of operations, financial condition and cash flows.

We generate a significant portion of our revenue in Mexico from Petroleos Mexicanos ("Pemex"). Pemex is a decentralized public entity of the Mexican government, and, therefore, the Mexican government controls Pemex, as well as its annual budget, which is approved by the Mexican Congress. The Mexican government may cut spending in the future. These cuts could adversely affect Pemex's annual budget and its ability to engage us in the future or compensate us for our services. Recently, the Mexican government implemented an energy industry reform that will allow the government to grant non-Mexican companies the opportunity to enter into contracts and licenses to explore and drill for oil and natural gas in Mexico. Any impact from this reform on our business in Mexico is uncertain.

Also, during the past several years, incidents of security disruptions in many regions of Mexico have increased, including drug-related gang activity. Certain incidents of violence have occurred in regions we serve and have resulted in the temporary disruption of our operations. These disruptions could continue or increase in the future. To the extent that such security disruptions continue or increase, our operations will continue to be affected, and the levels of revenue and operating cash flow from our Mexican operations could be reduced.

We generate a significant portion of our revenue in Brazil from Petroleos Brasileiro ("Petrobras"), a government-controlled energy company. Recently, a significant number of senior executives at Petrobras have resigned their positions in connection with a widely publicized corruption investigation. In addition, Petrobras recently announced further reductions to its long-term capital expenditures budget. We expect these developments to disrupt Petrobras' operations in the near term, which could in turn adversely affect our business and results of operations in Brazil.

With respect to any particular country in which we operate, the risks inherent in our activities may include the following, the occurrence of any of which could have a material adverse effect on our business, financial condition, results of operations and cash flows:

- difficulties in managing international operations, including our ability to timely and cost effectively execute projects;
- unexpected changes in regulatory requirements, laws or policies by foreign agencies or governments;
- work stoppages;
- training and retaining qualified personnel in international markets;
- the burden of complying with multiple and potentially conflicting laws and regulations;

- tariffs and other trade barriers;
- actions by governments or national oil companies that result in the nullification or renegotiation on less than favorable terms of existing contracts, or otherwise result in the deprivation of contractual rights, and other difficulties in enforcing contractual obligations;
- governmental actions that: result in restricting the movement of property or that impede our ability to import or export parts or equipment; require a certain percentage of equipment to contain local or domestic content; or require certain local or domestic ownership, control or employee ratios in order to do business in or obtain special incentives or treatment in certain jurisdictions;
- foreign currency exchange rate risks, including the risk of currency devaluations by foreign governments;
- difficulty in collecting international accounts receivable;
- potentially longer receipt of payment cycles;
- changes in political and economic conditions in the countries in which we operate, including general political unrest, the nationalization of energy related assets, civil uprisings, riots, kidnappings, violence associated with drug cartels and terrorist acts;
- potentially adverse tax consequences or tax law changes;
- currency controls or restrictions on repatriation of earnings;
- expropriation, confiscation or nationalization of property without fair compensation;
- the risk that our international customers may have reduced access to credit because of higher interest rates, reduced bank lending or a deterioration in our customers' or their lenders' financial condition;
- complications associated with installing, operating and repairing equipment in remote locations;
- limitations on insurance coverage;
- inflation;
- the geographic, time zone, language and cultural differences among personnel in different areas of the world; and
- difficulties in establishing new international offices and the risks inherent in establishing new relationships in foreign countries.

In addition, we may expand our business in international markets where we have not previously conducted business. The risks inherent in establishing new business ventures, especially in international markets where local customs, laws and business procedures present special challenges, may affect our ability to be successful in these ventures or avoid losses that could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are due to receive a substantial amount in installment payments from the purchaser of our previously nationalized Venezuelan assets, the nonpayment of which would reduce the anticipated amount of funds available to us to repay indebtedness and for general corporate purposes.

In March 2012 and August 2012, we sold our previously-nationalized Venezuelan joint venture assets and Venezuelan subsidiary assets, respectively, to PDVSA Gas, S.A. ("PDVSA Gas"), a subsidiary of PDVSA, for aggregate consideration of approximately $550 million. As of March 31, 2015, we have received payments, including annual charges, of approximately $445 million ($50 million of which was used to repay insurance proceeds previously collected under the policy we maintained for the risk of expropriation) and are due to receive the remaining principal amount as of March 31, 2015 of approximately $121 million in installments through the third quarter of 2016. We intend to use these remaining proceeds, as they are received, for the repayment of indebtedness and for general corporate purposes. In addition, pursuant to the terms of the separation and distribution agreement, in the event that PDVSA Gas defaults on its obligation to pay these installments when due and our adjusted total leverage ratio (as described in the separation and distribution agreement) exceeds 3.75 to 1.00 as of the last day of any testing period described in our new credit facility, Archrock will make support payments

to us up to $100 million in the aggregate in an amount corresponding to the PDVSA Gas payments in default. However, the amount of support payments we would be entitled to receive from Archrock will be reduced by an amount corresponding to the amount of dividends or other distributions made in respect of our and certain of our subsidiaries' equity securities or any purchase, redemption or other acquisition or retirement for value of our equity interests that would, in either case, constitute a restricted payment under the terms of the indenture governing our New Senior Notes. In addition, the amount of support payments we would be entitled to receive from Archrock will be further reduced by the amount of capital expenditures incurred by us between July 1, 2015 and March 31, 2017 in excess of $307 million and by amounts we pay (including indebtedness we assume) in respect of business combinations. Please read "Relationship with Archrock After the Spin-off—Separation and Distribution Agreement." As a result, we may not receive all or a portion of the support payments to which we may be entitled from Archrock in the event that PDVSA Gas defaults on its payment obligation.

Any failure by PDVSA Gas to pay these installments when due or inability of Archrock to support the payments in default would reduce the amount of funds available to us in the future for these purposes. PDVSA's payments to many of its suppliers and partners are currently significantly in arrears, and the ongoing social, political, economic and legal climate has given rise to significant uncertainties about the country's economic and political stability. Since the presidential election in the first half of 2013, the Venezuelan government has increasingly used foreign-exchange, price and capital controls to attempt to address the country's economic challenges. If current political unrest were to develop into a prolonged period of governmental or economic instability, or if PDVSA becomes increasingly unable to pay its suppliers and partners due to the detrimental effect of recent commodity price declines on Venezuela's economy or for other reasons, our ability to recover in full the remaining proceeds from PDVSA Gas could be adversely impacted.

We are exposed to exchange rate fluctuations in the international markets in which we operate. A decrease in the value of any of these currencies relative to the U.S. dollar could reduce profits from international operations and the value of our international net assets.

We operate in many international countries. We anticipate that there will be instances in which costs and revenues will not be exactly matched with respect to currency denomination. We generally do not hedge exchange rate exposures, which exposes us to the risk of exchange rate losses. Gains and losses from the remeasurement of assets and liabilities that are receivable or payable in currency other than our subsidiaries' functional currency are included in our combined statements of operations. In addition, currency fluctuations cause the U.S. dollar value of our international results of operations and net assets to vary with exchange rate fluctuations. This could have a negative impact on our business, financial condition or results of operations. In addition, fluctuations in currencies relative to currencies in which the earnings are generated may make it more difficult to perform period-to-period comparisons of our reported results of operations. Our material exchange rate exposure relates to intercompany loans denominated in U.S. dollars to subsidiaries whose functional currencies are the Brazilian Real and the Euro, which loans carried balances of $62.9 million and $28.1 million U.S. dollars, respectively, as of March 31, 2015. In addition, Argentina's current regulations restrict foreign exchange, including exchanging Argentine pesos for U.S. dollars in certain cases. Restrictions on our ability to exchange Argentine pesos for U.S. dollars subject us to risk of currency devaluation on future earnings in Argentina. As of March 31, 2015, $23.1 million of our cash was in Argentina. As we expand geographically, we may experience economic loss and a negative impact on earnings or net assets solely as a result of foreign currency exchange rate fluctuations. Further, the markets in which we operate could restrict the removal or conversion of the local or foreign currency, resulting in our inability to hedge against these risks.

We will have a substantial amount of debt that could limit our ability to fund future growth and operations and increase our exposure to risk during adverse economic conditions.

As of March 31, 2015, on a pro forma basis after giving effect to the spin-off, we would have had approximately $ million in outstanding debt obligations. Many factors, including factors beyond our control, may affect our ability to make payments on our outstanding indebtedness. These factors include those discussed elsewhere in these Risk Factors and those listed under "Cautionary Statement Concerning Forward-Looking Statements."

Our substantial debt and associated commitments could have important adverse consequences. For example, these commitments could:

- make it more difficult for us to satisfy our contractual obligations;
- increase our vulnerability to general adverse economic and industry conditions;
- limit our ability to fund future working capital, capital expenditures, acquisitions or other corporate requirements;
- increase our vulnerability to interest rate fluctuations because the interest payments on a portion of our debt will be based upon variable interest rates and a portion will adjust based upon our credit statistics;
- limit our flexibility in planning for, or reacting to, changes in our business and our industry;
- limit our ability to pay dividends to our shareholders;
- place us at a disadvantage compared to our competitors that have less debt or less restrictive covenants in such debt; and
- limit our ability to refinance our debt in the future or borrow additional funds.

Covenants in our debt agreements may impair our ability to operate our business.

Our debt agreements are expected to contain various covenants with which we or certain of our subsidiaries must comply, including, but not limited to, restrictions on the use of proceeds from borrowings and limitations on our ability to incur additional indebtedness, enter into transactions with affiliates, merge or consolidate, sell assets, make certain investments and acquisitions, make loans and pay dividends and distributions. We also expect to be subject to financial covenants under our debt agreements. If we fail to remain in compliance with these restrictions and financial covenants, we would be in default under our debt agreements. In addition, if we experience a material adverse effect on our assets, liabilities, financial condition, business or operations that, taken as a whole, impacts our ability to perform our obligations under our debt agreements, this could lead to a default under our debt agreements. A default under one or more of our debt agreements would trigger cross-default provisions under certain of our other debt agreements, which would accelerate our obligation to repay our indebtedness under those agreements. If the repayment obligations on any of our indebtedness were to be accelerated, we may not be able to repay the debt or refinance the debt on acceptable terms, and our financial position would be materially adversely affected.

We may be vulnerable to interest rate increases due to our floating rate debt obligations.

As of March 31, 2015, on a pro forma basis after giving effect to the completion of the spin-off, we expect to have $ million of outstanding indebtedness that is effectively subject to floating interest rates. Changes in economic conditions outside of our control could result in higher interest rates, thereby increasing our interest expense and reducing the funds available for capital investment, operations or other purposes. A 1% increase in the effective interest rate on our expected outstanding debt subject to floating interest rates at the time of the spin-off would result in an annual increase in our interest expense of approximately $ million.

The termination of or any price reductions under certain of our contract operations services contracts could have a material impact on our business.

The termination of or a demand by our customer to reduce prices under certain of our contract operations services contracts may lead to a reduction in our revenues and net income, which could have a material adverse effect upon our business, financial condition, results of operations and cash flows and may reduce our ability to pay dividends to our shareholders. In addition, we may be unable to renew, or enter into new, contracts with customers on favorable commercial terms, if at all. To the extent we are unable to renew our existing contracts or enter into new contracts on terms that are favorable to us or to successfully manage our overall contract mix over time, our business, results of operations and cash flows may be adversely impacted.

From time to time, we are subject to various claims, litigation and other proceedings that could ultimately be resolved against us, requiring material future cash payments or charges, which could impair our financial condition or results of operations.

The size, nature and complexity of our business make us susceptible to various claims, both in litigation and binding arbitration proceedings. We are currently, and may in the future become, subject to various claims, which, if not resolved within amounts we have accrued, could have a material adverse effect on our financial position, results of operations or cash flows. Similarly, any claims, even if fully indemnified or insured, could negatively impact our reputation among our customers and the public, and make it more difficult for us to compete effectively or obtain adequate insurance in the future.

We depend on particular suppliers and are vulnerable to product shortages and price increases.

Some of the components used in our products are obtained from a single source or a limited group of suppliers. Our reliance on these suppliers involves several risks, including price increases, inferior component quality and a potential inability to obtain an adequate supply of required components in a timely manner. We do not have long-term contracts with some of these sources, and the partial or complete loss of certain of these sources could have a negative impact on our results of operations and could damage our customer relationships. Further, a significant increase in the price of one or more of these components could have a negative impact on our results of operations.

We face significant competitive pressures that may cause us to lose market share and harm our financial performance.

Our businesses face intense competition and have low barriers to entry. Our competitors may be able to adapt more quickly to technological changes within our industry and changes in economic and market conditions, more readily take advantage of acquisitions and other opportunities. Our ability to renew or replace existing contract operations service contracts with our customers at rates sufficient to maintain current revenue and cash flows could be adversely affected by the activities of our competitors. If our competitors substantially increase the resources they devote to the development and marketing of competitive products, equipment or services or substantially decrease the price at which they offer their products, equipment or services, we may not be able to compete effectively.

In addition, we could face significant competition from new entrants into the compression services and product sales businesses. Some of our existing competitors or new entrants may expand or develop new compression units that would create additional competition for the products, equipment or services we provide to our customers.

We also may not be able to take advantage of certain opportunities or make certain investments because of our debt levels and our other obligations. As a U.S.-domiciled company, we may also face a higher corporate tax rate than our competitors that are domiciled in other jurisdictions. Any of these competitive pressures could have a material adverse effect on our business, financial condition and results of operations.

Following the spin-off, we may face challenges as a result of being a smaller, less diversified company than we were as part of Exterran Holdings prior to the spin-off.

Following the spin-off, we will own the assets and liabilities associated with Exterran Holdings' international services and global fabrication businesses. Because our business represents a subset of Exterran Holdings' business immediately prior to the spin-off, we will have access to a smaller pool of assets, fewer personnel, less geographic diversity and less operational diversity, among other challenges, than we did as a part of Exterran Holdings. As a result, we may be unable to attract or retain customers that prefer to contract with more diversified companies that are able to operate on a larger scale than us. Our inability to attract or retain such customers may negatively impact our business and cause our financial condition and results of operations to suffer. In addition, as a smaller and less diversified company we may be more adversely impacted by changes in our business than we would have been had we remained a part of Exterran Holdings.

Our operations entail inherent risks that may result in substantial liability. We do not insure against all potential losses and could be seriously harmed by unexpected liabilities.

Our operations entail inherent risks, including equipment defects, malfunctions and failures and natural disasters, which could result in uncontrollable flows of natural gas or well fluids, fires and explosions. These risks may expose us, as an equipment operator and developer, to liability for personal injury, wrongful death, property damage, pollution and other environmental damage. The insurance we carry against many of these risks may not be adequate to cover our claims or losses. In addition, we are substantially self-insured for workers' compensation, employer's liability, property, auto liability, general liability and employee group health claims in view of the relatively high per-incident deductibles we absorb under our insurance arrangements for these risks. Further, insurance covering the risks we expect to face or in the amounts we desire may not be available in the future or, if available, the premiums may not be commercially justifiable. If we were to incur substantial liability and such damages were not covered by insurance or were in excess of policy limits, or if we were to incur liability at a time when we are not able to obtain liability insurance, our business, financial condition and results of operations could be negatively impacted.

Cyber-attacks or terrorism could affect our business.

We may be adversely affected by problems such as cyber-attacks, computer viruses or terrorism that may disrupt our operations and harm our operating results. Our industry requires the continued operation of sophisticated information technology systems and network infrastructure. Despite our implementation of security measures, our technology systems are vulnerable to disability or failures due to hacking, viruses, acts of war or terrorism and other causes. If our information technology systems were to fail and we were unable to recover in a timely way, we might be unable to fulfill critical business functions, which could have a material adverse effect on our business, financial condition and results of operations.

In addition, our assets may be targets of terrorist activities that could disrupt our ability to service our customers. We may be required by our regulators or by the future terrorist threat environment to make investments in security that we cannot currently predict. The implementation of security guidelines and measures and maintenance of insurance, to the extent available, addressing such activities could increase costs. These types of events could materially adversely affect our business and results of operations. In addition, these types of events could require significant management attention and resources, and could adversely affect our reputation among customers and the public.

We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act, or FCPA, similar worldwide anti-bribery laws and trade control laws. If we are found to have violated the FCPA or other legal requirements, we may be subject to criminal and civil penalties and other remedial measures, which could materially harm our reputation, business, results of operations, financial condition and liquidity.

Our international operations require us to comply with U.S. and international laws and regulations, including those involving anti-bribery and anti-corruption. For example, the FCPA and similar laws and regulations prohibit improper payments to foreign officials for the purpose of obtaining or retaining business or gaining any business advantage.

We operate in many parts of the world that experience high levels of corruption, and our business brings us in frequent contact with foreign officials. Our compliance policies and programs mandate compliance with all applicable anti-corruption laws but may not be completely effective in ensuring our compliance. Our training and compliance program and our internal control policies and procedures may not always protect us from violations committed by our employees or agents. Actual or alleged violations of these laws could disrupt our business and cause us to incur significant legal expenses, and could result in a material adverse effect on our reputation, business, results of operations, financial condition and liquidity. If we are found to be liable for FCPA or other anti-bribery law violations due to our own acts or omissions or due to the acts or omissions of others (including our joint venture partners, agents or other third party representatives), we could suffer from severe civil and criminal penalties or other sanctions, which could materially harm our reputation, business, results of operations financial condition and liquidity. Separately, we may face competitive disadvantages if our competitors are able to secure business, licenses or other advantages by making payments or using other methods that are prohibited by U.S. and international laws and regulations.

We also are subject to other laws and regulations governing our operations, including regulations administered by the U.S. Department of Treasury's Office of Foreign Asset Control and various non-U.S. government entities, including applicable export control regulations, economic sanctions on countries and persons and customs requirements. Trade control laws are complex and constantly changing. Our compliance policies and programs increase our cost of doing business and may not work effectively to ensure our compliance with trade control laws. If we undergo an investigation of potential violations of trade control laws by U.S. or foreign authorities or if we fail to comply with these laws, we may incur significant legal expenses or be subject to criminal and civil penalties and other sanctions and remedial measures, which could have a material adverse impact on our reputation, business, results of operations, financial condition and liquidity.

Tax legislation and administrative initiatives or challenges to our tax positions could adversely affect our results of operations and financial condition.

We operate in locations throughout the United States and internationally and, as a result, we are subject to the tax laws and regulations of U.S. federal, state, local and foreign governments. From time to time, various legislative or administrative initiatives may be proposed that could adversely affect our tax positions. There can be no assurance that our tax provision or tax payments will not be adversely affected by these initiatives. In addition, international, U.S. federal, state and local tax laws and regulations are extremely complex and subject to varying interpretations. There can be no assurance that our tax positions will not be challenged by relevant tax authorities or that we would be successful in any such challenge.

U.S. federal, state and local legislative and regulatory initiatives relating to hydraulic fracturing as well as governmental reviews of such activities could result in increased costs and additional operating restrictions or delays in the completion of oil and natural gas wells, and adversely affect demand for our products and services.

Hydraulic fracturing is an important and common practice that is used to stimulate production of natural gas and/or oil, from dense subsurface rock formations. Hydraulic fracturing involves the injection of water, sand or alternative proppant and chemicals under pressure into target geological formations to fracture the surrounding rock and stimulate production. Hydraulic fracturing is typically regulated by state agencies, but recently, there has been increased public concern regarding an alleged potential for hydraulic fracturing to adversely affect drinking water supplies, and proposals have been made to enact separate U.S. federal, state and local legislation that would increase the regulatory burden imposed on hydraulic fracturing.

For example, at the U.S. federal level, the EPA issued an Advance Notice of Proposed Rulemaking to collect data on chemicals used in hydraulic fracturing operations under Section 8 of the Toxic Substances Control Act, and to proposed regulations under the CWA governing wastewater discharges from hydraulic fracturing and certain other natural gas operations. Also, the U.S. Department of the Interior released a final rule, that updates exiting regulation of hydraulic fracturing activities on U.S. federal lands, including requirements for chemical disclosure, wellbore integrity and handling of flowback water. The final rule is effective on June 24, 2015 but the rule was recently stayed by a federal court and is currently subject to one or more legal challenges that seek to block the implementation of the rule. In addition, several governmental reviews are underway that focus on environmental aspects of hydraulic fracturing activities. In June 2015, the EPA released its draft report on the potential impacts of hydraulic fracturing on drinking water resources, which concluded that hydraulic fracturing activities have not led to widespread, systemic impacts on drinking water sources in the United States, although there are above and below ground mechanisms by which hydraulic fracturing activities have the potential to impact drinking water sources. The draft report is expected to be finalized after a public comment period and a formal review by EPA's Science Advisory Board. In

addition, the White House Council on Environmental Quality is coordinating an administration-wide review of hydraulic fracturing practices. The results of this study or similar governmental reviews could spur initiatives to further regulate hydraulic fracturing under the Safe Drinking Water Act of 1974 or otherwise.

At the state level, several states have adopted or are considering legal requirements that could impose more stringent permitting, disclosure, and well construction requirements on hydraulic fracturing activities. For example in May 2013, the Texas Railroad Commission adopted new rules governing well casing, cementing and other standards for ensuring that hydraulic fracturing operations do not contaminate nearby water resources. Local governments may also seek to adopt ordinances within their jurisdictions regulating the time, place and manner of, or prohibiting the performance of, drilling activities in general or hydraulic fracturing activities in particular. If new or more stringent federal, state or local legal restrictions relating to the hydraulic fracturing process are adopted in areas where our natural gas exploration and production customers operate, those customers could incur potentially significant added costs to comply with such requirements, experience delays or curtailment in the pursuit of exploration, development or production activities and perhaps even be precluded from drilling wells. Any such restrictions could reduce demand for our products and services, and as a result could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are subject to a variety of governmental regulations; failure to comply with these regulations may result in administrative, civil and criminal enforcement measures and changes in these regulations could increase our costs or liabilities.

We are subject to a variety of U.S. federal, state, local and international laws and regulations relating to, for example, export controls, currency exchange, labor and employment and taxation. Many of these laws and regulations are complex, change frequently, are becoming increasingly stringent, and the cost of compliance with these requirements can be expected to increase over time. From time to time, as part of our operations, including newly acquired operations, we may be subject to compliance audits by regulatory authorities in the various countries in which we operate. Our failure to comply with these laws and regulations may result in a variety of administrative, civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions as to future compliance, any of which may have a negative impact on our financial condition, profitability and results of operations.

We are subject to a variety of environmental, health and safety regulations. Failure to comply with these regulations may result in administrative, civil and criminal enforcement measures and changes in these regulations could increase our costs or liabilities.

We are subject to a variety of U.S. federal, state, local and international laws and regulations relating to the environment, and worker health and safety. These laws and regulations are complex, change frequently, are becoming increasingly stringent, and the cost of compliance with these requirements can be expected to increase over time. Failure to comply with these laws and regulations may result in administrative, civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions as to future compliance. Certain of these laws also may impose joint and several and strict liability for environmental contamination, which may render us liable for remediation costs, natural resource damages and other damages as a result of our conduct that may have been lawful at the time it occurred or the conduct of, or conditions caused by, prior owners or operators or other third parties. In addition, where contamination may be present, it is not uncommon for neighboring land owners and other third parties to file claims for personal injury, property damage and recovery of response costs. Remediation costs and other damages arising as a result of environmental laws and regulations, and costs associated with

new information, changes in existing environmental laws and regulations or the adoption of new environmental laws and regulations could be substantial and could negatively impact our financial condition, profitability and results of operations.

We may need to apply for or amend facility permits or licenses from time to time with respect to storm water or wastewater discharges, waste handling, or air emissions relating to manufacturing activities or equipment operations, which subjects us to new or revised permitting conditions. These permits and authorizations may contain numerous compliance requirements, including monitoring and reporting obligations and operational restrictions, such as emission limits, which may be onerous or costly to comply with. In addition, certain of our customer service arrangements may require us to operate, on behalf of a specific customer, petroleum storage units such as underground tanks or pipelines and other regulated units, all of which may impose additional compliance and permitting obligations. Given the large number of facilities in which we operate, and the numerous environmental permits and other authorizations that are applicable to our operations, we may occasionally identify or be notified of technical violations of certain requirements existing in various permits or other authorizations. Occasionally, we have been assessed penalties for our non-compliance, and we could be subject to such penalties in the future.

The modification or interpretation of existing environmental, health and safety laws or regulations, the more vigorous enforcement of existing laws or regulations, or the adoption of new laws or regulations may also negatively impact oil and natural gas exploration and production, gathering and pipeline companies, including our customers, which in turn could have a negative impact on us.

Risks Relating to the Spin-Off

We may not realize some or all of the benefits we expect to achieve from our separation from Exterran Holdings.

The expected benefits from our separation from Exterran Holdings include the following:

- focusing on profitable growth in strategic markets and positioning us and our shareholders to benefit from the continued build-out of the global energy infrastructure and the redevelopment currently underway in North America;
- in our international services businesses, relatively stable cash flows due to our exposure to the production phase of oil and gas development, as compared to drilling and completion related energy service and product providers;
- limited capital expenditures in our product sales business;
- financial flexibility to enable investment in value-creating contract operations projects; and
- expanding our potential product sales customer base to include companies in the U.S. contract compression business that have historically been Exterran Holdings' competitors.

We may not achieve the anticipated benefits from our separation for a variety of reasons. For example, we may be unsuccessful in executing our strategy of expanding our product sales customer base to include competitors of Archrock because these prospective customers may have long-standing relationships with existing providers of similar products or services. Moreover, the process of separating our business from Exterran Holdings and operating as an independent public company may distract our management from focusing on our business and strategic priorities. In addition, we may not be able to issue debt or equity on terms acceptable to us or at all. The availability of shares of our common stock for use as consideration for acquisitions also will not ensure that we will be able to successfully pursue acquisitions or that any acquisitions will be successful. Moreover, even with equity compensation tied to our business we may not be able to attract and retain employees as desired. We also may not fully realize the anticipated benefits from our separation if any of the matters identified as risks in this

"Risk Factors" section were to occur. If we do not realize the anticipated benefits from our separation for any reason, our business may be materially adversely affected.

The combined value of Archrock and Exterran Corporation shares after the spin-off may not equal or exceed the value of Exterran Holdings shares prior to the spin-off.

After the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." and Archrock common stock will be listed and traded on the NYSE under the symbol "AROC." We expect to list our common stock on the NYSE under the symbol "EXTN." We cannot assure you that the combined trading prices of Archrock common stock and our common stock after the spin-off, as adjusted for any changes in the combined capitalization of these companies, will be equal to or greater than the trading price of Exterran Holdings common stock prior to the spin-off. Until the market has fully evaluated the business of Archrock without the international services and product sales businesses, the price at which Archrock common stock trades may fluctuate significantly. Similarly, until the market has fully evaluated our company, the price at which our common stock trades may fluctuate significantly.

A large number of our shares are or will be eligible for future sale, which may cause the market price for our common stock to decline.

Upon completion of the spin-off, we expect that we will have an aggregate of approximately shares of our common stock outstanding, based on the number of shares of Exterran Holdings common stock expected to be outstanding as of the record date. All of those shares (other than those held by our "affiliates") will be freely tradable without restriction or registration under the Securities Act of 1933, as amended. Shares held by our affiliates, which include our directors and executive officers, can be sold subject to volume, manner of sale and notice provisions under Rule 144. We estimate that our directors and executive officers, who may be considered "affiliates" for purposes of Rule 144, will beneficially own approximately 300,000 shares of our common stock immediately following the distribution. We are unable to predict whether large amounts of our common stock will be sold in the open market following the spin-off. We are also unable to predict whether a sufficient number of buyers will be in the market at that time. In addition, other Exterran Holdings shareholders may sell the shares of our common stock they receive in the distribution for various reasons. For example, such shareholders may not believe our business profile or level of market capitalization as an independent company fits their investment objectives. A change in the level of analyst coverage following the spin-off could also negatively impact demand for our shares. The sale of significant amounts of our common stock or the perception in the market that this will occur may lower the market price of our common stock.

Our historical combined and pro forma financial information may not be representative of the results we would have achieved as a stand-alone public company and may not be a reliable indicator of our future results.

The historical combined and pro forma financial information that we have included in this information statement has been derived from Exterran Holdings' accounting records and may not necessarily reflect what our financial position, results of operations or cash flows would have been had we been an independent, stand-alone entity during the periods presented or those that we will achieve in the future. Exterran Holdings did not account for us, and we were not operated, as a separate, stand-alone company for the historical periods presented. The costs and expenses reflected in our historical financial information include an allocation for certain functions historically provided by Exterran Holdings, including expense allocations for: (1) certain functions historically provided by Exterran Holdings, including, but not limited to finance, legal, risk management, tax, treasury, information technology, human resources, and certain other shared services, (2) certain employee benefits and incentives and (3) share-based compensation, that may be different from the comparable

expenses that we would have incurred had we operated as a stand-alone company. These expenses have been allocated to us on the basis of direct usage when identifiable, with the remainder allocated based on estimated time spent by Exterran Holdings personnel, a pro-rata basis of revenues, headcount or other relevant measures of our business and Exterran Holdings and its subsidiaries. We have not adjusted our historical combined financial information to reflect changes that will occur in our cost structure and operations as a result of our transition to becoming a stand-alone public company, including increased costs associated with an independent board of directors, SEC reporting and the requirements of the NYSE. Therefore, our historical financial information may not necessarily be indicative of what our financial position, results of operations or cash flows will be in the future. We based the pro forma adjustments on available information and assumptions we believe are reasonable; however, our assumptions may prove not to be accurate. In addition, our unaudited pro forma combined financial statements may not give effect to various ongoing additional costs we may incur in connection with being an independent public company. Accordingly, our unaudited pro forma combined financial information does not reflect what our financial condition, results of operations or cash flows would have been as an independent public company and is not necessarily indicative of our future financial condition or future results of operations. For additional information, please read "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our financial statements and related notes included elsewhere in this information statement.

Our costs will increase as a result of operating as a public company, and our management will be required to devote substantial time to complying with public company regulations.

We have historically operated our businesses as part of a public company. As a stand-alone public company, we will incur additional legal, accounting, compliance and other expenses that we have not incurred historically. After the spin-off, we will become obligated to file with the SEC annual and quarterly information and other reports that are specified in Section 13 and other sections of the Exchange Act. We will also be required to ensure that we have the ability to prepare financial statements that are fully compliant with all SEC reporting requirements on a timely basis. In addition, we will also become subject to other reporting and corporate governance requirements, including certain requirements of the NYSE, and certain provisions of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley") and the regulations promulgated thereunder, which will impose significant compliance obligations upon us.

We are committed to maintaining high standards of corporate governance and public disclosure, and our efforts to comply with evolving laws, regulations and standards in this regard are likely to result in increased administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. These changes will require a significant commitment of additional resources. We may not be successful in implementing these requirements and implementing them could materially adversely affect our business, results of operations and financial condition. In addition, if we fail to implement the requirements with respect to our internal accounting and audit functions, our ability to report our operating results on a timely and accurate basis could be impaired. If we do not implement such requirements in a timely manner or with adequate compliance, we might be subject to sanctions or investigation by regulatory authorities, such as the SEC or the NYSE. Any such action could harm our reputation and the confidence of investors and customers in our company and could materially adversely affect our business and cause our share price to fall.

Our accounting and other management systems and resources may not be adequately prepared to meet the financial reporting and other requirements to which we will be subject following the spin-off and may strain our resources.

Our businesses have historically been operated as part of Exterran Holdings. Therefore, we have not been subject to separate reporting requirements. Following the spin-off, we will utilize our own resources and personnel to meet reporting and other obligations under the Exchange Act, including the requirements of Section 404 of Sarbanes-Oxley, which will require, beginning with the filing of our Annual Report on Form 10-K for the year ending December 31, 2016, annual management assessments of the effectiveness of our internal control over financial reporting and a report by our independent registered public accounting firm expressing an opinion on the effectiveness of our internal control over financial reporting. In addition, we will be required to file periodic reports with the SEC under the Exchange Act. These obligations will place significant demands on our management and administrative and operational resources, including accounting resources.

To comply with these requirements, we anticipate that we may need to upgrade our systems, including information technology, implement additional financial and management controls, reporting systems and procedures and hire additional accounting and finance staff. We expect to incur additional annual expenses related to these steps and, among other things, directors and officers liability insurance, director fees, SEC reporting, transfer agent fees, increased auditing and legal fees and similar expenses, which expenses may be significant. If we are unable to upgrade our financial and management controls, reporting systems, information technology and procedures in a timely and effective fashion, our ability to comply with our financial reporting requirements and other rules that apply to reporting companies under the Exchange Act could be impaired. Any failure to achieve and maintain effective internal controls could have an adverse effect on our business, financial condition and results of operations.

Following the spin-off, we and Archrock will be subject to certain noncompetition restrictions, which may limit our ability to grow our business.

In connection with the spin-off, we will enter into a separation and distribution agreement with Archrock that we expect will contain certain noncompetition provisions addressing restrictions for a limited period of time after the spin-off on our ability to provide contract operations services in the United States and on Archrock's ability to provide contract operations services outside of the United States and product sales to customers worldwide, subject to certain exceptions. These restrictions limit our ability to attract new contract operations customers in the U.S., which will limit our ability to grow our business.

In addition, if we are unable to enforce the limitations on Archrock's ability to provide certain contract operations and fabrication services, we may lose prospective customers to Archrock, which could cause our results of operations and cash flows to suffer.

Following the spin-off, we and Archrock will provide one another with certain services under the transition services agreement that may require us to divert resources from our business, which in turn may negatively impact our business, financial condition and results of operations.

In connection with the completion of the spin-off, we and Archrock will enter into a transition services agreement under which each party will compensate the other for the provision of various administrative services and assets to such other party for specified periods beginning on the distribution date. The personnel performing services for Archrock under the transition services agreement will be employees and/or independent contractors of ours. In the course of performing our obligations under the transition services agreements, we will allocate certain of our resources, including assets, facilities, equipment and the time and attention of our management and personnel for the benefit of Archrock's

business and not ours, which may negatively impact our business, financial condition and results of operations. Please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Transition Services Agreement."

Following the spin-off, Archrock will provide installation, start-up, commissioning and other services to us or our customers on our behalf.

Historically, we have had access to field technicians employed by Exterran Holdings to perform the installation and other services we require. We will, in certain cases, rely on some of Archrock's technicians to provide installation, start-up, commissioning and other services to us or our customers on our behalf pursuant to the services agreement we will enter into with Archrock on arm's length terms in connection with the spin-off. If Archrock is unable satisfy its obligations to us or on our behalf under our commercial agreements with our customers for any reason, we may be unable to provide services required by our customers who purchase our products and therefore our sales and revenues may decline and our financial condition, results of operations and cash flows. In addition, should the services provided by Archrock not meet our standards or the standards of our customers, we may be subject to claims by our customers relating to damages incurred in connection with any such substandard performance. These claims could cause increased expenses and harm our reputation, which could negatively impact our financial condition, results of operations and cash flows. In addition, we expect to provide certain engineering, start-up, commissioning, preservation and other services to Archrock or its customers on behalf of Archrock pursuant to a reciprocal services agreement we will enter into with Archrock. The provision of such services under this reciprocal services agreement will require us to allocate certain of our resources, including assets, facilities, equipment and the time and attention of our management and personnel for the benefit of Archrock's business and not ours, which may negatively impact our business, financial condition and results of operations. Please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Services Agreements."

Following the spin-off, we will provide Archrock and Archrock Partners with certain fabricated products, including compressors, and we will depend on Archrock and Archrock Partners for a significant amount of our product sales revenues.

After completion of the spin-off, Archrock and Archrock Partners will initially be among our largest customers and are expected to generate significant product sales revenues for us. Therefore, we will be indirectly subject to the operational and business risks of Archrock and Archrock Partners. If either Archrock or Archrock Partners is unable to satisfy its obligations or reduces its demand under our commercial agreements for any reason, our revenues would decline and our financial condition, results of operations and cash flows could be adversely affected. Further, we have no control over Archrock or Archrock Partners, and either Archrock or Archrock Partners may elect to pursue a business strategy that does not favor us or our business.

Several members of our board and management may have conflicts of interest because of their ownership of shares of common stock of or other equity interests in Exterran Holdings.

Following the spin-off, several members of our board and management will continue to own shares of common stock of Archrock and/or hold equity awards covering shares of common stock of Archrock because of their prior relationships with Exterran Holdings. This share and equity award ownership could create, or appear to create, potential conflicts of interest when our directors and executive officers are faced with decisions that could have different implications for our company and Archrock. Please read "Management."

We may increase our debt or raise additional capital in the future, which could affect our financial condition, may decrease our profitability or could dilute our shareholders.

We may increase our debt or raise additional capital in the future, subject to restrictions in our debt agreements. If our cash flow from operations is less than we anticipate, or if our cash requirements are more than we expect, we may require more financing. However, debt or equity financing may not be available to us on terms acceptable to us, if at all. If we incur additional debt or raise equity through the issuance of preferred stock, the terms of the debt or preferred stock issued may give the holders rights, preferences and privileges senior to those of holders of our common stock, particularly in the event of liquidation. The terms of the debt may also impose additional and more stringent restrictions on our operations than we currently have. If we raise funds through the issuance of additional equity, your ownership in us would be diluted. If we are unable to raise additional capital when needed, it could affect our financial health, which could negatively affect your investment in us.

We will be subject to continuing contingent tax liabilities of Exterran Holdings following the spin-off.

After the spin-off, certain tax liabilities of Exterran Holdings may become our obligations. Under the Code and the related rules and regulations, each corporation that was a member of the Exterran Holdings consolidated United States federal income tax reporting group during any taxable period or portion of any taxable period ending on or before the effective time of the distribution is jointly and severally liable for the United States federal income tax liability of the entire Exterran Holdings consolidated tax reporting group for that taxable period. In connection with the spin-off, we intend to enter into a tax matters agreement with Archrock that will allocate the responsibility for prior period taxes of the Exterran Holdings consolidated tax reporting group between us and Archrock. See "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Tax Matters Agreement." If Archrock is unable to pay any prior period taxes for which it is responsible, we could be required to pay the entire amount of such taxes.

The tax treatment of the distribution is subject to uncertainty. If the distribution does not qualify as a transaction that is tax-free for U.S. federal income tax purposes, we, Archrock and our shareholders could be subject to significant tax liability and, in certain circumstances, we could be required to indemnify Archrock for material taxes pursuant to indemnification obligations under the tax matters agreement.

If the internal distribution and/or the distribution is determined to be taxable for U.S. federal income tax purposes, then we, Archrock and/or our shareholders could be subject to significant tax liability. Exterran Holdings expects to obtain an opinion of Latham & Watkins LLP substantially to the effect that, for U.S. federal income tax purposes, (i) the internal distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, and (ii) the distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, subject to certain qualifications and limitations. Accordingly, for U.S. federal income tax purposes, Exterran Holdings should not recognize any material gain or loss and you generally should recognize no gain or loss or include any amount in taxable income (other than with respect to cash received in lieu of fractional shares) as a result of the spin-off.

An opinion that the internal distribution and the distribution "should" each qualify as a reorganization within the meaning of Sections 355 and 368(a)(1)(D) of the Code expresses a level of comfort that is stronger than "more likely than not" but less than "will." Counsel is unable to provide a higher degree of certainty because there is no administrative or judicial authority that directly addresses facts similar to those of this transaction. Nonetheless, counsel believes that its opinion is justified based on the existing authorities. In addition, notwithstanding the opinion, the Internal Revenue Service (the "IRS") could determine on audit that the spin-off should be treated as a taxable transaction if it determines that any of the facts, assumptions, representations or undertakings we or Exterran Holdings has made is not correct or has been violated, or that the spin-off should be taxable for other reasons,

including as a result of a significant change in stock or asset ownership after the distribution. If the distribution ultimately is determined to be taxable, the distribution could be treated as a taxable dividend or capital gain to you for U.S. federal income tax purposes, and you could incur significant U.S. federal income tax liabilities. In addition, Archrock would recognize gain in an amount equal to the excess of the fair market value of shares of our common stock distributed to Exterran Holdings shareholders on the distribution date over Exterran Holdings' tax basis in such shares of our common stock. Moreover, Archrock could incur significant United States federal income tax liabilities if it is ultimately determined that the internal distribution is taxable.

Under the terms of the tax matters agreement that we intend to enter into with Archrock in connection with the distribution, if the distribution were determined to be taxable, we may be responsible for all taxes imposed on Archrock as a result thereof if such determination was the result of actions taken after the distribution by or in respect of us, any of our affiliates or our shareholders and we may be responsible for 50% of such taxes imposed on Archrock as a result thereof if such determination was not the result of actions taken by us or Archrock. Our obligations under the tax matters agreement are not limited in amount or subject to any cap. Further, even if we are not responsible for tax liabilities of Archrock and its subsidiaries under the tax matters agreement, we nonetheless could be liable under applicable tax law for such liabilities if Archrock were to fail to pay them. If we are required to pay any liabilities under the circumstances set forth in the tax matters agreement or pursuant to applicable tax law, the amounts may be significant. For a more detailed discussion, see "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Tax Matters Agreement."

We might not be able to engage in desirable strategic transactions and equity issuances following the distribution because of certain restrictions relating to requirements for tax-free distributions.

Our ability to engage in significant equity transactions could be limited or restricted after the distribution in order to preserve, for U.S. federal income tax purposes, the tax-free nature of the distribution. Even if the distribution otherwise qualifies for tax-free treatment under Section 355 of the Code, it may result in corporate-level taxable gain to Exterran Holdings under Section 355(e) of the Code if there is a 50% or greater change in ownership, by vote or value, of shares of our stock, Exterran Holdings' stock or the stock of a successor of either occurring as part of a plan or series of related transactions that includes the distribution. Any acquisitions or issuances of our stock or Archrock's stock within two years after the distribution are generally presumed to be part of such a plan, although we or Archrock may be able to rebut that presumption.

Under the tax matters agreement that we intend to enter into with Archrock, we will be prohibited from taking or failing to take any action that prevents the distribution from being tax-free. Further, during the two-year period following the distribution, without obtaining the consent of Archrock, a private letter ruling from the IRS or an unqualified opinion of a nationally recognized law firm, we may be prohibited from taking certain specified actions that could impact the treatment of the distribution.

These restrictions may limit our ability to pursue strategic transactions or engage in new business or other transactions that may maximize the value of our business. Moreover, the tax matters agreement also may provide that we are responsible for any taxes imposed on Exterran Holdings or any of its affiliates as a result of the failure of the distribution to qualify for favorable treatment under the Code if such failure is attributable to certain actions taken after the distribution by or in respect of us, any of our affiliates or our shareholders. See "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Off."

Our prior and continuing relationship with Archrock exposes us to risks attributable to businesses of Archrock.

Archrock is obligated to indemnify us for losses that third parties may seek to impose upon us or our affiliates for liabilities relating to the business of Archrock that are incurred through a breach of the separation and distribution agreement or any ancillary agreement by Archrock or its affiliates other than us, or losses that are attributable to Archrock in connection with the spin-off or are not expressly assumed by us under our agreements with Archrock. Immediately following the spin-off, any claims made against us that are properly attributable to Archrock in accordance with these arrangements would require us to exercise our rights under our agreements with Archrock to obtain payment from Archrock. We are exposed to the risk that, in these circumstances, Archrock cannot, or will not, make the required payment.

In connection with our separation from Exterran Holdings, Archrock will indemnify us for certain liabilities, and we will indemnify Archrock for certain liabilities. If we are required to act on these indemnities to Archrock, we may need to divert cash to meet those obligations, and our financial results could be negatively impacted. In the case of Archrock's indemnity, there can be no assurance that the indemnity will be sufficient to insure us against the full amount of such liabilities, or as to Archrock's ability to satisfy its indemnification obligations or its contingent obligation to pay us for certain amounts owed to us by PDVSA Gas.

Pursuant to the separation and distribution agreement and other agreements with Archrock, Archrock will agree to indemnify us for certain liabilities, and we will agree to indemnify Archrock for certain liabilities, in each case for uncapped amounts, as discussed further in "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us." Also pursuant to the separation and distribution agreement, we will agree to use our commercially reasonable efforts to remove Archrock as a party to certain of our contracts with third parties, which may result in a renegotiation of such contracts on terms that are less favorable to us. In the event that Archrock remains as a party, we expect to indemnify Archrock for any liabilities relating to such contracts. Indemnities that we may be required to provide Archrock will not be subject to any cap, may be significant and could negatively impact our business, particularly indemnities relating to our actions that could impact the tax-free nature of the distribution.

With respect to Archrock's, agreement to indemnify us, there can be no assurance that the indemnity from Archrock will be sufficient to protect us against the full amount of such liabilities, or that Archrock will be able to fully satisfy its indemnification obligations. Moreover, even if we ultimately succeed in recovering from Archrock any amounts for which we are held liable, we may be temporarily required to bear these losses ourselves. Similarly, Archrock may fail to pay us amounts due under its contingent obligation to pay us for certain amounts PDVSA Gas owes to us, as described in "Relationship with Archrock After the Spin-Off—Separation and Distribution Agreement." Each of these risks could negatively affect our business, cash flows, results of operations and financial condition.

The spin-off may expose us to potential liabilities arising out of state and federal fraudulent conveyance laws and legal dividend requirements.

The spin-off is subject to review under various state and federal fraudulent conveyance laws. Under these laws, if a court in a lawsuit by an unpaid creditor or an entity vested with the power of such creditor (including without limitation a trustee or debtor-in-possession in a bankruptcy by us or Archrock or any of our respective subsidiaries) were to determine that Archrock or any of its subsidiaries did not receive fair consideration or reasonably equivalent value for distributing our common stock or taking other action as part of the spin-off, or that we or any of our subsidiaries did not receive fair consideration or reasonably equivalent value for incurring indebtedness, including the new debt incurred by us in connection with the spin-off, transferring assets or taking other action as

part of the spin-off and, at the time of such action, we, Archrock or any of our respective subsidiaries (i) was insolvent or would be rendered insolvent, (ii) lacked reasonably sufficient capital to carry on its business and all business in which it intended to engage or (iii) intended to incur, or believed it would incur, debts beyond its ability to repay such debts as they would mature, then such court could void the spin-off as a constructive fraudulent transfer. If such court made this determination, the court could impose a number of different remedies, including without limitation, voiding our liens and claims against Archrock, or providing Archrock with a claim for money damages against us in an amount equal to the difference between the consideration received by Archrock and the fair market value of our company at the time of the spin-off.

The measure of insolvency for purposes of the fraudulent conveyance laws will vary depending on which jurisdiction's law is applied. Generally, however, an entity would be considered insolvent if the present fair saleable value of its assets is less than (i) the amount of its liabilities (including contingent liabilities) or (ii) the amount that will be required to pay its probable liabilities on its existing debts as they become absolute and mature. No assurance can be given as to what standard a court would apply to determine insolvency or that a court would determine that we, Archrock or any of our respective subsidiaries were solvent at the time of or after giving effect to the spin-off, including the distribution of our common stock.

Under the separation and distribution agreement, from and after the spin-off, each of Archrock and we will be responsible for the debts, liabilities and other obligations related to the business or businesses which it owns and operates following the consummation of the spin-off. Although we do not expect to be liable for any such obligations not expressly assumed by us pursuant to the separation and distribution agreement, it is possible that a court would disregard the allocation agreed to between the parties, and require that we assume responsibility for obligations allocated to Archrock, particularly if Archrock were to refuse or were unable to pay or perform the subject allocated obligations. Please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Separation and Distribution Agreement."

Risks Relating to Ownership of Our Common Stock

No market currently exists for our common stock. We cannot assure you that an active trading market will develop for our common stock.

Prior to the completion of the spin-off, there has been no public market for shares of our common stock. We cannot predict the extent to which investor interest in our company will lead to the development of a trading market on the NYSE or otherwise, or how liquid that market might become. If an active market does not develop, you may have difficulty selling any shares of our common stock that you receive in the spin-off.

The market price and trading volume of our common stock may be volatile and you may not be able to resell your shares at or above the initial market price of our common stock following the spin-off.

The market price of our stock may be influenced by many factors, some of which are beyond our control, including those described above in "—Risks Relating to Our Business" and the following:

- the failure of securities analysts to cover our common stock after the spin-off or changes in financial estimates by analysts;
- the inability to meet the financial estimates of analysts who follow our common stock;
- strategic actions by us or our competitors;
- announcements by us or our competitors of significant contracts, acquisitions, joint marketing relationships, joint ventures or capital commitments;

- variations in our quarterly operating results and those of our competitors;
- general economic and stock market conditions;
- risks relating to our business and our industry, including those discussed above;
- changes in conditions or trends in our industry, markets or customers;
- cyber-attacks or terrorist acts;
- future sales of our common stock or other securities; and
- investor perceptions of the investment opportunity associated with our common stock relative to other investment alternatives.

As a result of these factors, holders of our common stock may not be able to resell their shares at or above the initial market price following the spin-off or may not be able to resell them at all. These broad market and industry factors may materially reduce the market price of our common stock, regardless of our operating performance. In addition, price volatility may be greater if the public float and trading volume of our common stock is low. For these reasons, investors should not rely on recent trends in the price of Exterran Holdings' common stock to predict the future price of our common stock or our financial results.

The trading market for our common stock and our stock price will be influenced from coverage by, and the recommendations of, securities or industry analysts, and unfavorable or insufficient coverage could cause our stock price to decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. In addition, if we fail to meet the expectations of these analysts or if one or more of these analysts change their recommendations regarding our stock or our business, our stock price may decline.

Although Exterran Holdings has paid dividends on its common stock in the past, we cannot assure you that we will pay dividends on our common stock, and our indebtedness could limit our ability to pay dividends on our common stock.

We do not currently anticipate paying cash dividends on our common stock. The declaration and amount of future dividends to holders of our common stock will be at the discretion of our board of directors and will depend upon many factors, including our financial condition, earnings, capital requirements of our business, covenants associated with certain debt obligations, legal requirements, regulatory constraints, industry practice and other factors the board of directors deems relevant. In addition, our ability to pay dividends on our common stock may be limited by covenants in our debt agreements. Further, any payment of dividends may reduce amounts Archrock may pay us in respect of its contingent payment obligation relating to the installment payments PDVSA Gas owes us for our previously nationalized assets. Future agreements may also limit our ability to pay dividends, and we may incur incremental taxes in the U.S. if we repatriate foreign earnings to pay such dividends. Please read "Dividend Policy," "Description of Material Indebtedness." "Management's Discussion and Analysis of Financial Condition and Results of Operations—Income Taxes" and "Risk Factors—Risks Relating to Our Business—We are due to receive a substantial amount in installment payments from the purchaser of our previously nationalized Venezuelan assets, the nonpayment of which would reduce the anticipated amount of funds available to us to repay our indebtedness and for general corporate purposes." We cannot provide assurance that we will declare or pay dividends in any particular

amounts or at all in the future. A decision not to pay dividends or a reduction in our dividend payments in the future could have a negative effect on our stock price.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or other employees.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternate forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law (the "DGCL"), our amended and restated certificate of incorporation or our bylaws, in each case, as amended from time to time, or (iv) any action asserting a claim governed by the internal affairs doctrine, shall be the Court of Chancery of the State of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have received notice of and consented to the foregoing provision. This forum selection provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable or cost-effective for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and employees.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Certain statements contained in this information statement constitute forward-looking statements. These statements relate to future events or our future performance. All statements other than statements of historical fact contained in this information statement may be and include, without limitation, statements regarding our business growth strategy and projected costs; future financial position; the sufficiency of available cash flows to fund continuing operations; the expected amount of our capital expenditures; anticipated cost savings, future revenue, gross margin and other financial or operational measures related to our business and our primary business segments; the future value of our equipment; and plans and objectives of our management for our future operations. You can identify many of these statements by looking for words such as "believe," "expect," "intend," "project," "anticipate," "estimate," "will continue" or similar words or the negative thereof.

Such forward-looking statements are subject to various risks and uncertainties that could cause actual results to differ materially from those anticipated as of the date of this information statement. Although we believe that the expectations reflected in these forward-looking statements are based on reasonable assumptions, no assurance can be given that these expectations will prove to be correct. Known material factors that could cause our actual results to differ materially from the expectations reflected in these forward-looking statements include the factors discussed in "Risk Factors" included elsewhere in this information statement, as well as the following risks and uncertainties:

- conditions in the oil and natural gas industry, including a sustained decrease in the level of supply or demand for oil or natural gas or a sustained decrease in the price of oil or natural gas, which could cause a decline in the demand for our natural gas compression and oil and natural gas production and processing equipment and services;
- our reduced profit margins or the loss of market share resulting from competition or the introduction of competing technologies by other companies;
- our reliance on Archrock for a significant amount of our product sales revenues and our ability to secure new product sales customers;
- changes in economic or political conditions in the countries in which we do business, including civil uprisings, riots, terrorism, kidnappings, violence associated with drug cartels, legislative changes and the expropriation, confiscation or nationalization of property without fair compensation;
- changes in currency exchange rates, including the risk of currency devaluations by foreign governments, and restrictions on currency repatriation;
- the inherent risks associated with our operations, such as equipment defects, malfunctions and natural disasters;
- the risk that counterparties will not perform their obligations under our financial instruments;
- the financial condition of our customers;
- our ability to timely and cost-effectively obtain components necessary to conduct our business;
- employment and workforce factors, including our ability to hire, train and retain key employees;
- our ability to implement certain business and financial objectives, such as:
    - winning profitable new business;
    - timely and cost-effective execution of projects;
    - enhancing our asset utilization, particularly with respect to our fleet of compressors;
    - integrating acquired businesses;
    - generating sufficient cash; and
    - accessing the capital markets at an acceptable cost;
- liability related to the use of our products and services;
- changes in governmental safety, health, environmental and other regulations, which could require us to make significant expenditures; and
- our level of indebtedness and ability to fund our business.

All forward-looking statements included in this information statement are based on information available to us on the date of this report. Neither we or Archrock undertake any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained throughout this report.

THE SPIN-OFF

General

The board of directors of Exterran Holdings regularly reviews the various operations conducted by Exterran Holdings to ensure that resources are deployed and activities are pursued in the best interest of its shareholders. On November 17, 2014, Exterran Holdings announced that its board of directors had approved in principle a plan involving the pro rata distribution of all of our shares of common stock to Exterran Holdings' shareholders in a distribution intended to be tax-free to us and such shareholders for U.S. federal income tax purposes (other than with respect to any cash received in lieu of fractional shares). The spin-off is subject to, among other things, final approval by the Exterran Holdings board of directors and the conditions described below under "—Spin-Off Conditions and Termination." In connection with the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." and will trade on the NYSE under the symbol "AROC."

We are currently a wholly owned subsidiary of Exterran Holdings. Following the completion of the spin-off, we expect to own the assets and are obligated on the liabilities comprising Exterran Holdings' international services and product sales businesses.

Exterran Holdings will accomplish our separation through a pro rata distribution of 100% of our outstanding common stock to Exterran Holdings' shareholders, which we refer to as the distribution, on , 2015, the distribution date. As a result of the spin-off, each holder of Exterran Holdings common stock as of 5:00 p.m., New York City time, on , 2015, the record date, will be entitled to:

- receive one share of our common stock for every two shares of Exterran Holdings common stock owned by such holder; and
- retain such holder's shares of Archrock common stock.

Exterran Holdings shareholders will not be required to pay for shares of our common stock received in the spin-off or to surrender or exchange shares of Exterran Holdings common stock in order to receive our common stock or to take any other action in connection with the spin-off. No vote of Exterran Holdings shareholders will be required or sought in connection with the spin-off, and Exterran Holdings shareholders will have no appraisal rights in connection with the spin-off.

Reasons for the Spin-Off

Exterran Holdings' board and management team believe that there are significant expected benefits to the simplified, separate companies resulting from this transaction, including:

- with respect to Archrock:
  - a focus on growing the U.S. services businesses, including organic growth, third party acquisitions and sales by Archrock of additional U.S. contract operations assets over time to Archrock Partners;
  - relatively stable cash flows and a focus on its fee-based natural gas contract compression business;
  - lower debt and capital requirements, allowing Archrock to return a high percentage of cash flow to shareholders in the form of a dividend;
  - a pure-play yield investment opportunity with significant exposure to the U.S. energy infrastructure redevelopment;
  - opportunities to pursue acquisitions with potentially more highly valued equity currency;

- a narrowing of industry focus that may potentially provide more extensive and more specialized equity research coverage; and
- the ability to be valued on a dividend yield basis, consistent with other publicly traded general partners, unlocking value for shareholders.

- with respect to us:
  - a focus on profitable growth in strategic markets and positioning us and our shareholders to benefit from the continued build-out of the global energy infrastructure and the redevelopment currently underway in the U.S.;
  - in our international services businesses relatively stable cash flows due to our exposure to the production phase of oil and gas development, as compared to drilling and completion related energy service and product providers;
  - limited capital expenditures in our product sales business;
  - financial flexibility to enable investment in value-creating contract operations projects; and
  - the opportunity to expand our potential product sales customer base to include companies in the U.S. contract compression business that have historically been Exterran Holdings' competitors.

Results of the Spin-Off

After the spin-off, we will be an independent public company. Immediately following the spin-off, we expect that approximately million shares of our common stock will be issued and outstanding, based on the number of shares of Exterran Holdings common stock outstanding on , 2015. The actual number of shares of our common stock to be distributed will be determined based on the number of shares of Exterran Holdings common stock outstanding as of the record date. We also expect to have approximately shareholders of record, based on the number of shareholders of record of Exterran Holdings common stock on , 2015.

We and Archrock will enter into a number of agreements that govern the spin-off and our future relationship. For a more detailed description of these agreements, please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us."

You will not be required to make any payment for the shares of our common stock you receive, nor will you be required to surrender or exchange your shares of Exterran Holdings common stock or take any other action in order to receive the shares of our common stock to which you are entitled. The spin-off will not affect the number of outstanding shares of Exterran Holdings common stock or any rights of Exterran Holdings shareholders, although it will affect the market value of the outstanding Archrock common stock.

Manner of Effecting the Spin-Off

The general terms and conditions relating to the spin-off will be set forth in a separation and distribution agreement between Archrock and us. For a description of the expected terms of that agreement, please read "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Separation and Distribution Agreement." Under the separation and distribution agreement, the spin-off will be effective on the distribution date. As a result of the spin-off, each Exterran Holdings shareholder will be entitled to receive one share of our common stock for every two shares of Exterran Holdings common stock owned on the record date. As discussed under "—Trading of Exterran Holdings Common Stock After the Record Date and Prior to the Distribution," if a holder of record of Exterran Holdings common stock sells those shares in the "regular way" market after the

record date and on or prior to the distribution date, that shareholder also will be selling the right to receive shares of our common stock in the spin-off. The distribution will be made in book-entry form. For registered Exterran Holdings shareholders, our transfer agent will credit their shares of our common stock to book-entry accounts established to hold their shares of our common stock. Book-entry refers to a method of recording stock ownership in our records in which no physical certificates are issued. For shareholders who own Exterran Holdings common stock through a bank or brokerage firm, their shares of our common stock will be credited to their accounts by the bank or broker. Please read "—When and How You Will Receive Exterran Corporation Shares" below. Each share of our common stock that is distributed will be validly issued, fully paid and nonassessable. Holders of shares of our common stock will not be entitled to preemptive rights. Please read "Description of Capital Stock."

When and How You Will Receive Exterran Corporation Shares

On the distribution date, Exterran Holdings will release million shares of our common stock for distribution by American Stock Transfer & Trust Co., LLC, the distribution agent. The distribution agent will cause the shares of our common stock to which you are entitled to be registered in your name or in the "street name" of your bank or brokerage firm.

"Street Name" Holders. Many Exterran Holdings shareholders hold Exterran Holdings common stock through an account with a bank or brokerage firm. If this applies to you, that bank or brokerage firm is the registered holder that holds the shares on your behalf. For shareholders who hold their shares of Exterran Holdings common stock in an account with a bank or brokerage firm, our common stock distributed to you will be registered in the "street name" of your bank or broker, who in turn will electronically credit your account with the shares of our common stock that you are entitled to receive in the spin-off. We anticipate that banks and brokers will generally credit their customers' accounts with our common stock on or shortly after the distribution date. We encourage you to contact your bank or broker if you have any questions regarding the mechanics of having shares of our common stock credited to your account.

Registered Holders. If you are the registered holder of shares of Exterran Holdings common stock and hold your shares of Exterran Holdings common stock either in physical form or in book-entry form, the shares of our common stock distributed to you will be registered in your name and you will become the holder of record of that number of shares of our common stock. Our distribution agent will send you a statement reflecting your ownership of our common stock.

Exterran Corporation Direct Registration System. As part of the spin-off, we will be adopting a direct registration system for book-entry share registration and transfer of our common stock. The shares of our common stock to be distributed in the spin-off will be distributed as uncertificated shares registered in book-entry form through the direct registration system. No certificates representing your shares will be mailed to you in connection with the spin-off. Under the direct registration system, instead of receiving stock certificates, you will receive a statement reflecting your ownership interest in our shares. Following the spin-off, however, holders of record may request physical stock certificates. Contact information for our transfer agent and registrar is provided under "Questions and Answers About the Spin-Off." The distribution agent will begin mailing book-entry account statements reflecting your ownership of shares promptly after the distribution date. You can obtain more information regarding the direct registration system by contacting our transfer agent and registrar.

Treatment of Fractional Shares

The transfer agent will not deliver any fractional shares of our common stock in connection with the spin-off. Instead, the transfer agent will aggregate all fractional shares and sell them on behalf of those holders who otherwise would be entitled to receive a fractional share. We anticipate that these

sales will occur as soon as practicable after the distribution date. Those holders will then receive a cash payment in the form of a check in an amount equal to their pro rata share of the total net proceeds of those sales. If you physically hold Exterran Holdings stock certificates, your check for any cash that you may be entitled to receive instead of fractional shares of our common stock will be mailed to you separately. We expect that checks will generally be distributed to shareholders within one to two weeks after the distribution date. Broker selling expenses in connection with these sales will be paid by Exterran Holdings.

It is expected that all fractional shares held in street name will be aggregated and sold by brokers or other nominees according to their standard procedures. You should contact your broker or other nominee for additional details.

None of Exterran Holdings, our company or the transfer agent will guarantee any minimum sale price for the fractional shares of our common stock. Neither we nor Exterran Holdings will pay any interest on the proceeds from the sale of fractional shares. The receipt of cash in lieu of fractional shares will generally be taxable to the recipient shareholders. Please read "—Material U.S. Federal Income Tax Consequences of the Spin-Off."

Market for Our Common Stock

There is currently no public market for our common stock. A condition to the spin-off is the listing of our common stock on the NYSE. We expect to list our common stock on the NYSE under the symbol "EXTN." We anticipate that trading of our common stock will commence on a when-issued basis on or shortly before the record date. When-issued trading refers to a sale or purchase made conditionally because the security has been authorized but not yet issued. On the first trading day following the distribution date, when-issued trading with respect to our common stock will end and regular way trading will begin. Regular way trading refers to trading after a security has been issued and typically involves a transaction that settles on the third full business day following the date of the transaction. Neither we nor Exterran Holdings can assure you as to the trading price of our common stock after the spin-off or as to whether the trading price of a share of Archrock common stock after the spin-off plus half of the trading price of a share of our common stock will equal or exceed the trading price of a share of Exterran Holdings common stock before the spin-off. The trading price of our common stock is likely to fluctuate significantly, particularly until an orderly market develops. See "Risk Factors—Risks Relating to Ownership of Our Common Stock." In addition, we cannot predict any change that may occur in the trading price or volume of Archrock's common stock as a result of the spin-off.

Trading of Exterran Holdings Common Stock After the Record Date and Prior to the Distribution

Beginning on or shortly before the record date and through the distribution date, there will be two concurrent markets in which to trade Exterran Holdings common stock: a regular way market and an ex-distribution market. Shares of Exterran Holdings common stock that trade in the regular way market will trade with an entitlement to shares of our common stock distributed in connection with the spin-off. Shares that trade in the ex-distribution market will trade without an entitlement to shares of our common stock distributed in connection with the spin-off. Therefore, if you owned shares of Exterran Holdings common stock at 5:00 p.m., New York City time, on the record date and sell those shares in the regular way market on or prior to the distribution date, you also will be selling your right to receive the shares of our common stock that would have been distributed to you in connection with the spin-off. If you sell those shares of Exterran Holdings common stock in the ex-distribution market prior to or on the distribution date, you will still receive the shares of our common stock that were to be distributed to you in connection with the spin-off as a result of your ownership of the shares of Exterran Holdings common stock.

We expect to have approximately million shares of our common stock outstanding immediately after the spin-off, based upon the number of shares of Exterran Holdings common stock outstanding on , 2015. The shares of our common stock distributed to Exterran Holdings shareholders will be freely transferable, except for shares received by persons who may be deemed to be our "affiliates" under the Securities Act of 1933, as amended, or the Securities Act, and except for shares issued as restricted stock under our incentive plan. Persons who may be deemed to be our affiliates after the spin-off generally include individuals or entities that control, are controlled by, or are under common control with us, and may include some or all of our directors and executive officers. Our affiliates will be permitted to sell their shares of our common stock only pursuant to an effective Registration Statement under the Securities Act or an exemption from the registration requirements of the Securities Act, such as the exemption afforded by Rule 144.

Treatment of Stock-Based Awards

Treatment of Exterran Holdings Stock Options

Options to purchase common stock of Exterran Holdings ("Archrock Options") will generally be adjusted as described below based on (i) the date on which the Archrock Option was granted and (ii) whether the optionholder will be employed or engaged by Archrock or Exterran Corporation (or their respective affiliates) following the distribution. References to "Archrock" in this section mean Exterran Holdings prior to the spin-off.

Archrock Options Granted Prior to 2015

Each Archrock Option that was granted prior to calendar year 2015 and that is outstanding as of the distribution date, whether vested or unvested, will be adjusted through conversion into an adjusted Archrock Option and an option to purchase shares of Exterran Corporation common stock (an "Exterran Corporation Option"). The number of shares of Exterran Corporation common stock and Archrock common stock subject to the new Exterran Corporation Option and the adjusted Archrock Option, respectively, as well as the exercise prices applicable to these options, will be determined based on the value of Exterran Corporation's common stock on the when-issued market and Archrock's common stock on the ex-dividend market, in each case, relative to the value of Archrock's common stock on the NYSE, based on their respective closing prices on the distribution date. Specifically, (i) the number of shares of common stock subject to each adjusted option will equal (a) the number of Archrock shares of common stock subject to the Archrock Option immediately prior to the adjustment multiplied by (b) a fraction, the numerator of which equals the value of the Archrock common stock (based on its closing price on the NYSE on the distribution date) and the denominator of which equals (x) the value of Exterran Corporation's common stock (based on its closing price on the when-issued market on the distribution date) or (y) the value of Archrock's common stock (based on its closing price on the ex-dividend market on the distribution date), as applicable, (such fraction, the "Conversion Ratio"), and further multiplied by (c) a fraction, the numerator of which equals (x) the value of Archrock's common stock (based on its closing price on the ex-dividend market on the distribution date) or (y) the value of Exterran Corporation's common stock (based on its closing price on the when-issued market on the distribution date) multiplied by the number of Exterran Corporation shares distributed for each share of Archrock on the distribution date (the "Distribution Ratio"), as applicable, and the denominator of which is the sum of such values and (ii) the exercise price of each adjusted option will equal the exercise price of the Archrock Option divided by the applicable Conversion Ratio.

The number of vested and unvested shares subject to each adjusted option following the adjustment will be proportionate to the number of vested and unvested shares of Archrock common stock subject to the corresponding Archrock Option immediately prior to the adjustment.

Archrock Options Granted During 2015

Archrock has not granted any Archrock Options during calendar year 2015, and does not currently expect to grant any Archrock Options during calendar year 2015 prior to the distribution date. However, if Archrock does make grants of Archrock Options during calendar year 2015 prior to the distribution date, such options will be adjusted as described below.

Archrock Options Granted During 2015 to Exterran Corporation Employees

Each Archrock Option that was granted during calendar year 2015 and that is outstanding as of the distribution date (whether vested or unvested) and which is held by an individual who will be employed or engaged, as applicable, by Exterran Corporation or its affiliates immediately following the distribution ("Exterran Corporation Employees") will be adjusted through conversion solely into an Exterran Corporation Option. The number of shares of common stock subject to each Exterran Corporation Option will equal the product of (i) the number of shares of Archrock's common stock subject to the Archrock Option immediately prior to the adjustment and (ii) the Exterran Corporation Conversion Ratio. The exercise price of each Exterran Corporation Option will equal the exercise price of the Archrock Option immediately prior to the distribution divided by the same ratio.

The number of vested and unvested shares subject to each Exterran Corporation Option following the adjustment will be proportionate to the number of vested and unvested shares of Archrock common stock subject to the corresponding Archrock Option immediately prior to the adjustment.

Archrock Options Granted During 2015 to Archrock Employees

Each Archrock Option that was granted in calendar year 2015 and that is outstanding as of the distribution date (whether vested or unvested) and which is held by an individual who will be employed or engaged, as applicable, by Archrock or its affiliates immediately following the distribution ("Archrock Employees") will be adjusted to cover a number of Archrock shares. The number of shares of common stock subject to each adjusted Archrock Option will equal the product of (i) the number of shares of Archrock's common stock subject to the Archrock Option immediately prior to the adjustment and (ii) the Archrock Conversion Ratio. The exercise price of each adjusted Archrock Option will equal the exercise price of the Archrock Option immediately prior to the adjustment divided by the same ratio.

The number of vested and unvested shares subject to each adjusted Archrock Option following the adjustment will be proportionate to the number of vested and unvested shares of Archrock common stock subject to the corresponding Archrock Option immediately prior to the adjustment.

Archrock Incentive Stock Options

Notwithstanding the treatment described above, each Archrock Option that is intended to qualify as an "incentive stock option" (within the meaning of Section 422 of the Code) and that is held by an Archrock Employee or Exterran Corporation Employee who elected, prior to the distribution, to preserve the tax treatment of their Archrock incentive stock options will be converted solely into an option denominated in shares of the common stock of such employee's post-distribution employer in accordance with the adjustments described above under "*Archrock Options Granted During 2015 to Exterran Corporation Employees*" (if such employee is an Exterran Corporation Employee) or "*Archrock Options Granted During 2015 to Archrock Employees*" (if such employee is an Archrock Employee). Archrock incentive stock options held by an Archrock Employee or Exterran Corporation Employee who does not elect, prior to the spin-off, to preserve the tax treatment of his or her Archrock incentive stock options will be adjusted as otherwise described above, based on (i) the date on which the option was granted and (ii) whether the optionholder will be an Exterran Corporation Employee or an Archrock Employee following the distribution.

Archrock Options Held by Non-Continuing Employees

In addition, notwithstanding the treatment described above, each Archrock Option held by an individual who, as of the effective time of the distribution, is a former employee or other service provider of Exterran Corporation or Archrock (or their respective affiliates) will be adjusted solely into an Archrock Option in accordance with the adjustments described above under "*Archrock Options Granted During 2015 to Archrock Employees*".

Treatment of Archrock Restricted Stock, Restricted Stock Unit and Performance Unit Awards

Restricted stock, restricted stock unit and performance unit awards denominated in shares of Archrock common stock (each, an "Archrock Stock Award") will be adjusted as described below based on (i) the date on which the Archrock Stock Award was granted and (ii) whether the holder will be employed or engaged by Archrock or Exterran Corporation (or their respective affiliates) following the distribution.

Archrock Stock Awards Granted Prior to 2015

Each Archrock Stock Award that was granted prior to calendar year 2015 and that is outstanding as of the distribution date will be adjusted through conversion into an adjusted Archrock Stock Award and a restricted stock, restricted stock unit or performance unit award, as applicable, denominated in shares of Exterran Corporation common stock (an "Exterran Corporation Stock Award"). The number of shares of Archrock's common stock subject to the adjusted Archrock Stock Award will equal the number of shares of Archrock's common stock subject to the Archrock Stock Award immediately prior to the adjustment. The number of shares of Exterran Corporation's common stock subject to the new Exterran Corporation Stock Award will equal (i) the number of shares of Archrock's common stock subject to the Archrock Stock Award immediately prior to the adjustment multiplied by (ii) the Distribution Ratio.

Archrock Stock Awards Granted During 2015 to Exterran Corporation Employees

Each Archrock Stock Award that was granted in calendar year 2015 and that is outstanding as of the distribution date and which is held by an Exterran Corporation Employee will be adjusted through conversion into an Exterran Corporation Stock Award. The number of shares of common stock subject to each Exterran Corporation Stock Award will equal the product of (i) the number of shares of Archrock's common stock subject to the Archrock Stock Award immediately prior to the adjustment and (ii) the Exterran Corporation Conversion Ratio.

Archrock Stock Awards Granted During 2015 to Archrock Employees

Each Archrock Stock Award that was granted in calendar year 2015 and that is outstanding as of the distribution date and which is held by an Archrock Employee will be adjusted to cover a number of Archrock shares equal to the product of (i) the number of shares of Archrock common stock subject to the Archrock Stock Award immediately prior to the adjustment and (ii) the Archrock Conversion Ratio.

General Terms of Post-Distribution Stock Options and Stock Awards

The adjusted Archrock Stock Awards and Archrock Options (collectively, "Archrock Awards") and the Exterran Corporation Stock Awards and Exterran Corporations Options (collectively, "Exterran Corporation Awards") generally will be subject to the same terms and conditions, including the same vesting provisions (including any accelerated vesting) and, if applicable, performance conditions, as applied to the corresponding Archrock Awards, as applicable, immediately prior to the adjustment. Following the adjustment, in the case of Archrock Awards that are converted into both adjusted

Archrock Awards and Exterran Corporation Awards, continued employment with or service to Archrock or its affiliates will be treated as employment or other continued service with Exterran Corporation and its affiliates with respect to Exterran Corporation Awards held by Archrock Employees, and continued employment with or other service to Exterran Corporation and its affiliates will be treated as employment or other continued service with Archrock and its affiliates with respect to Archrock Awards held by Exterran Corporation Employees.

Notwithstanding the foregoing, with respect to any unvested Exterran Corporation Award or unvested Archrock Award granted or adjusted, as applicable, in connection with the distribution, if the original Archrock Award was subject to accelerated vesting provisions in connection with a termination of service with Archrock and/or a "Corporate Change" (as defined in the applicable award agreements or equity plan) of Archrock, then the Exterran Corporation Award or Archrock Award, as applicable, will be subject to the same acceleration provisions in connection with the holder's termination of service with his or her post-spin employer, Archrock or Exterran Corporation, as applicable, and/or Corporate Change of such entity. In addition, any unvested Exterran Corporation Award granted to an Archrock Employee in connection with the distribution will vest in full upon a Corporate Change of Exterran Corporation, and any unvested Archrock Award held by an Exterran Corporation Employee that is adjusted in connection with the distribution will vest in full upon a Corporate Change of Archrock. Additionally, if, following the distribution, the board of directors of Exterran Corporation or Archrock, as applicable, determines to accelerate in full the vesting of all of such entity's equity awards that are held by its current and former service providers, then such board of directors shall also accelerate in full the vesting of all of its equity awards that are held by current and former service providers of the other entity, Exterran Corporation or Archrock, as applicable.

Spin-Off Conditions and Termination

We expect that the spin-off will be effective on , 2015, provided that, among other things:

- the SEC has declared effective our Registration Statement on Form 10, of which this information statement is a part, under the Exchange Act, with no stop order in effect with respect to the Form 10, and this information statement has been mailed to Exterran Holdings' shareholders;
- the actions and filings necessary under securities and blue sky laws of the states of the U.S. and any comparable laws under any foreign jurisdictions have been taken and become effective;
- no order, injunction, decree or regulation issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the completion of the spin-off is in effect and no other event outside Exterran Holdings' control has occurred or failed to occur that prevents the completion of the spin-off;
- our common stock has been approved for listing on the NYSE, subject to official notice of issuance;
- Exterran Holdings has received an opinion from its tax counsel regarding the tax treatment of the spin-off as of the distribution date (see "—Material U.S. Federal Income Tax Consequences of the Spin-Off" for more information regarding the opinion of tax counsel);
- the separation and distribution agreement and each of the ancillary agreements related to the spin-off have been entered into before the spin-off and have not been materially breached by any party thereto;

- the separation and distribution agreement and each of the ancillary agreements entered into before the spin-off have not been terminated and will not violate, conflict with or result in a breach of any law or any material agreements of Exterran Holdings;

- the contribution of EESLP to Exterran Corporation will have been completed and be effective;

- all material governmental approvals and material consents to be received by Exterran Holdings necessary to consummate the spin-off have been received and continue to be in full force and effect; and

- no other events or developments have occurred that, in the judgment of the board of directors of Exterran Holdings, in its sole and absolute discretion, would result in the spin-off having a material adverse effect on Exterran Holdings or its shareholders.

Exterran Holdings may waive one or more of these conditions in its sole and absolute discretion, and the determination by Exterran Holdings regarding the satisfaction of these conditions will be conclusive. The fulfillment of these conditions will not create any obligation on Exterran Holdings' part to effect the distribution, and Exterran Holdings has reserved the right to amend, modify or abandon any and all terms of the distribution and the related transactions at any time prior to the distribution date.

In the event Exterran Holdings waives or modifies any of the conditions to the consummation of the spin-off in a manner that would have a material effect on the recipients of our common stock in the spin-off, we will amend and redistribute this information statement to disclose such modification or waiver and any material effect on the recipients of our common stock. We currently anticipate that if any of the conditions to the spin-off are not met or waived by Exterran Holdings, the spin-off will not take place.

Material U.S. Federal Income Tax Consequences of the Spin-Off

The following is a summary of the material U.S. federal income tax consequences to Exterran Holdings and to U.S. Holders (as defined below) of shares of Exterran Holdings common stock in connection with the spin-off. This summary is based on the Code, the U.S. Treasury Regulations promulgated thereunder and judicial and administrative interpretations thereof, in effect as of the date hereof, and all of which are subject to change at any time, possibly with retroactive effect. Any such change could affect the tax consequences described below. References to "Exterran Holdings" in this section means Archrock following the spin-off.

For purposes of this discussion, a U.S. Holder is a beneficial owner of Exterran Holdings common stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;

- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more United States persons (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

This summary also does not discuss all tax considerations that may be relevant to holders in light of their particular circumstances, nor does it address the consequences to holders subject to special treatment under the U.S. federal income tax laws, such as:

- dealers or brokers in securities, commodities or currencies;
- tax-exempt organizations;
- banks, insurance companies or other financial institutions;
- mutual funds;
- regulated investment companies and real estate investment trusts;
- a corporation that accumulates earnings to avoid U.S. federal income tax;
- holders who hold individual retirement or other tax-deferred accounts;
- holders who acquired shares of Exterran Holdings common stock pursuant to the exercise of stock options or otherwise as compensation;
- holders who own, or are deemed to own, at least 10% or more, by voting power or value, of Exterran Holdings equity;
- holders who hold Exterran Holdings common stock as part of a hedge, appreciated financial position, straddle, constructive sale, conversion transaction or other risk reduction transaction;
- traders in securities who elect to apply a mark-to-market method of accounting;
- holders who have a functional currency other than the U.S. dollar;
- holders who are subject to the alternative minimum tax; or
- partnerships or other pass-through entities or investors in such entities.

This summary does not address the U.S. federal income tax consequences to Exterran Holdings shareholders who do not hold shares of Exterran Holdings common stock as a capital asset or to Exterran Holdings shareholders who are not U.S. Holders. Moreover, this summary does not address any state, local or foreign tax consequences or any estate, gift or other non-income tax consequences.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds shares of Exterran Holdings common stock, the tax treatment of a partner in that partnership will generally depend on the status of the partner and the activities of the partnership. Partners in a partnership holding Exterran Holdings common stock should consult their own tax advisors regarding the tax consequences of the distribution.

EXTERRAN HOLDINGS SHAREHOLDERS ARE ENCOURAGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE DISTRIBUTION.

Distribution

Exterran Holdings expects to obtain an opinion of Latham & Watkins LLP substantially to the effect that, for U.S. federal income tax purposes, (i) the internal distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, and (ii) the distribution should qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, subject to certain qualifications and limitations. Accordingly, for U.S. federal income tax purposes:

- no material gain or loss should be recognized by Exterran Holdings as a result of the internal distribution or the distribution;

- no gain or loss should be recognized by, or be includible in the income of, a U.S. Holder of Exterran Holdings common stock, solely as a result of the receipt of Exterran Corporation common stock in the distribution;

- the aggregate tax basis of the shares of Exterran Holdings common stock and shares of Exterran Corporation common stock in the hands of a U.S. Holder of Exterran Holdings common stock immediately after the distribution should be the same as the aggregate tax basis of the shares of Exterran Holdings common stock held by the holder immediately before the distribution, allocated between the shares of Exterran Holdings common stock and shares of Exterran Corporation common stock, including any fractional share interest for which cash is received, in proportion to their relative fair market values on the date of the distribution;

- the holding period with respect to shares of Exterran Corporation common stock received by a U.S. Holder of Exterran Holdings common stock should include the holding period of its shares of Exterran Holdings common stock; and

- a U.S. Holder of Exterran Holdings common stock who receives cash in lieu of a fractional share of Exterran Corporation common stock in the distribution will be treated as having sold such fractional share for cash and generally should recognize capital gain or loss in an amount equal to the difference between the amount of cash received and such holder's adjusted tax basis in the fractional share. That gain or loss should be long-term capital gain or loss if the holder's holding period for its shares of Exterran Holdings common stock exceeds one year.

U.S. Treasury regulations generally provide that if a U.S. Holder of Exterran Holdings common stock holds different blocks of Exterran Holdings common stock (generally shares of Exterran Holdings common stock purchased or acquired on different dates or at different prices), the aggregate basis for each block of Exterran Holdings common stock purchased or acquired on the same date and at the same price will be allocated, to the greatest extent possible, between the shares of Exterran Corporation common stock received in the distribution in respect of such block of Exterran Holdings common stock and such block of Exterran Holdings common stock, in proportion to their respective fair market values, and the holding period of the shares of Exterran Corporation common stock received in the distribution in respect of such block of Exterran Holdings common stock will include the holding period of such block of Exterran Holdings common stock, provided that such block of Exterran Holdings common stock was held as a capital asset on the distribution date. If a U.S. Holder of Exterran Holdings common stock is not able to identify which particular shares of Exterran Corporation common stock are received in the distribution with respect to a particular block of Exterran Holdings common stock, for purposes of applying the rules described above, the U.S. Holder may designate which shares of Exterran Corporation common stock are received in the distribution in respect of a particular block of Exterran Holdings common stock, provided that such designation is consistent with the terms of the distribution. Holders of Exterran Holdings common stock are encouraged to consult their own tax advisors regarding the application of these rules to their particular circumstances.

The application of Sections 355 and 368 of the Code to transactions substantially similar to the internal distribution and distribution is highly complex. In addition, there are no court decisions or other authorities directly bearing on the tax treatment of the internal distribution or the distribution under our specific facts, and, as a result, the tax consequences of the internal distribution and the distribution are not free from doubt. The lack of authority and resulting uncertainty described above renders counsel unable to reach a more definitive conclusion than "should" in its opinion. Moreover, holders should note that the opinion that Exterran Holdings expects to receive from Latham & Watkins LLP will be based on certain facts and assumptions, and certain representations and undertakings, from us and Exterran Holdings, and is not binding on the IRS or the courts. If any of the facts, representations, assumptions or undertakings relied upon in the opinion is not correct, is

incomplete or has been violated, our ability to rely on the opinion of counsel could be jeopardized. However, we are not aware of any facts or circumstances that would cause these facts, representations or assumptions to be untrue or incomplete, or that would cause any of these undertakings to fail to be complied with, in any material respect.

If, notwithstanding the conclusions that we expect to be included in the opinion, the distribution is ultimately determined to not qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, Exterran Holdings would recognize a gain in an amount equal to the excess of the fair market value of Exterran Corporation common stock distributed to Exterran Holdings shareholders on the distribution date over Exterran Holdings' tax basis in such shares. In addition, each U.S. Holder who receives shares of Exterran Corporation common stock in the distribution would be treated as receiving a taxable distribution in an amount equal to the fair market value of our common stock that was distributed to the holder. Specifically, the full value of our common stock distributed to a U.S. Holder generally would be treated first as a taxable dividend to the extent of the holder's pro rata share of Exterran Holdings' current and accumulated earnings and profits, then as a non-taxable return of capital to the extent of the holder's basis in the Exterran Holdings stock, and finally as capital gain from the sale or exchange of Exterran Holdings stock with respect to any remaining value.

Moreover, Exterran Holdings could incur significant United States federal income tax liabilities if it is ultimately determined that the internal distribution does not qualify as a reorganization under Sections 355 and 368(a)(1)(D) of the Code.

Even if the internal distribution and distribution each otherwise qualifies as a reorganization under Sections 355 and 368(a)(1)(D) of the Code, the spin-off may result in corporate-level taxable gain to Exterran Holdings under Section 355(e) of the Code if there is a 50% or greater change in ownership, by vote or value, of our stock, Exterran Holdings' stock or stock of a successor of either occurring as part of a plan or series of related transactions that includes the distribution. For this purpose, any acquisitions or issuances of Exterran Holdings' stock within two years before the distribution, and any acquisitions or issuances of Exterran Corporation's stock or Exterran Holdings' stock within two years after the distribution, are generally presumed to be part of such a plan, although we or Exterran Holdings may be able to rebut that presumption. If an acquisition or issuance of our stock or Exterran Holdings stock triggers the application of Section 355(e) of the Code, Exterran Holdings would recognize taxable gain as described above and such gain would be subject to U.S. federal income tax.

Tax Matters Agreement

In connection with the distribution, we and Exterran Holdings will enter into a tax matters agreement pursuant to which we will agree to be responsible for certain liabilities and obligations following the distribution. In general, under the terms of the tax matters agreement, in the event the distribution were to fail to qualify as a transaction that is tax-free under Section 355 of the Code (including as a result of Section 355(e) of the Code) and if such failure were the result of actions taken after the distribution by Archrock or us, the party responsible for such failure would be responsible for all taxes imposed on Exterran Holdings to the extent such taxes result from such actions. If such failure were not the result of actions taken after the distribution by Archrock or us, the parties would each be responsible for 50% of the taxes imposed on Exterran Holdings as a result of such failure. For a more detailed discussion, see "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Tax Matters Agreement." If we are required to indemnify Archrock and its subsidiaries under the circumstances set forth in the tax matters agreement, we may be subject to substantial liabilities.

Information Reporting and Backup Withholding

U.S. Treasury regulations require certain shareholders who receive stock in a distribution to attach to their U.S. federal income tax return for the year in which the distribution occurs a detailed statement setting forth certain information relating to the tax-free nature of the distribution. In addition, payments of cash to an Exterran Holdings shareholder in lieu of fractional shares of Exterran Corporation common stock in the distribution may be subject to information reporting and backup withholding (currently at a rate of 28 percent), unless the shareholder provides proof of an applicable exemption or a correct taxpayer identification number and otherwise complies with the requirements of the backup withholding rules. Backup withholding does not constitute an additional tax, but merely an advance payment, which may be refunded or credited against a shareholder's U.S. federal income tax liability, provided the required information is timely supplied to the IRS.

THE FOREGOING IS A SUMMARY OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE DISTRIBUTION UNDER CURRENT LAW. THE FOREGOING DOES NOT PURPORT TO ADDRESS ALL U.S. FEDERAL INCOME TAX CONSEQUENCES OR TAX CONSEQUENCES THAT MAY ARISE UNDER THE TAX LAWS OR THAT MAY APPLY TO PARTICULAR CATEGORIES OF SHAREHOLDERS. EACH EXTERRAN HOLDINGS SHAREHOLDER IS ENCOURAGED TO CONSULT ITS OWN TAX ADVISOR AS TO THE PARTICULAR TAX CONSEQUENCES OF THE DISTRIBUTION TO SUCH SHAREHOLDER, INCLUDING THE APPLICATION OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX LAWS, AND THE EFFECT OF POSSIBLE CHANGES IN TAX LAWS THAT MAY AFFECT THE TAX CONSEQUENCES DESCRIBED ABOVE.

Reason for Furnishing this Information Statement

This information statement is being furnished solely to provide information to Exterran Holdings shareholders who will receive shares of our common stock in the spin-off. It is not to be construed as an inducement or encouragement to buy or sell any of our securities or any Exterran Holdings securities. We believe that the information contained in this information statement is accurate as of the date set forth on the front cover. Changes may occur after that date and neither Exterran Holdings nor we undertake any obligation to update the information, except to the extent applicable securities laws require us to do so.

CAPITALIZATION

The following table sets forth our capitalization as of March 31, 2015 (1) on a historical basis, and (2) on an as adjusted basis to reflect the spin-off and other transactions described under "Unaudited Pro Forma Condensed Combined Financial Statements." This table should be read in conjunction with "Selected Historical Combined Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Statements" and our combined financial statements and corresponding notes included elsewhere in this information statement.

We are providing the capitalization table below for information purposes only. The capitalization table below may not reflect the capitalization or financial condition that would have resulted had we been operating as a separate, independent entity on March 31, 2015 and is not necessarily indicative of our future capitalization or financial condition.

	March 31, 2015	
(in thousands)	Historical	As Adjusted
Cash and cash equivalents	$ 51,450	$
Long-term debt:		
Debt arrangements	—	
Capital lease obligations	994	
Total long-term debt (including current maturities)	$ 994	$
Equity(1):		
Common stock, par value $0.01 per share; 250,000,000 shares authorized, shares issued and outstanding (34,697,391 as adjusted)	—	
Preferred stock, par value $0.01 per share; 50,000,000 shares authorized, no shares issued and outstanding	—	
Additional paid-in-capital	—	
Parent equity	1,482,949	
Accumulated other comprehensive income	6,414	
Total equity	$ 1,489,363	$
Total capitalization	$ 1,490,357	$

(1) Represents the expected distribution of approximately 34.7 million shares of our common stock to holders of Exterran Holdings common stock based on the number of shares of Exterran Holdings common stock outstanding on March 31, 2015. The actual record date is , 2015.

DIVIDEND POLICY

We do not currently anticipate paying cash dividends on our common stock. We currently intend to retain our future earnings to support the growth and development of our business. The declaration of any future cash dividends and, if declared, the amount of any such dividends, will be subject to our financial condition, earnings, capital requirements, financial covenants, applicable law and other factors our board of directors deems relevant. In addition, the debt agreements and the separation and distribution agreement are expected to include restrictions on our ability to pay dividends. Our board of directors may take into account such matters as general business conditions, industry practice, our financial condition and performance, our future prospects, our cash needs and capital investment plans, income tax consequences, applicable law and such other factors as our board of directors may deem relevant. See "Risk Factors—Risks Relating to Ownership of Our Common Stock—Although Archrock has paid dividends on its common stock in the past, we do not currently anticipate paying cash dividends on our common stock and cannot assure you that we will pay dividends on our common stock in the future, and our indebtedness could limit our ability to pay dividends on our common stock." For a discussion of the covenants contained in the debt agreements, please see "Description of Material Indebtedness." For a discussion of the limitation on distributions contained in the separation and distribution agreement, please see "Relationship with Archrock After the Spin-off—Separation and Distribution Agreement" and "Risk Factors—Risks Relating to Our Business—We are due to receive a substantial amount in installment payments from the purchaser of our previously nationalized Venezuelan assets, the nonpayment of which would reduce the anticipated amount of funds available to us to repay our indebtedness and for general corporate purposes."

SELECTED HISTORICAL COMBINED FINANCIAL DATA

The following tables present the selected financial information of Exterran Holdings' historical international contract operations and global fabrication reporting segments and the international component of Exterran Holdings' aftermarket services reporting segment reflected in its historical financial statements discussed herein and included elsewhere in this information statement. We refer to the global fabrication business currently operated by Exterran Holdings as our product sales business. The balance sheet data as of December 31, 2014 and 2013 and the statements of operations data for each of the years ended December 31, 2014, 2013 and 2012 are derived from our audited combined financial statements included elsewhere in this information statement. The balance sheet data as of December 31, 2012, 2011 and 2010 and the statements of operations data for each of the years ended December 31, 2011 and 2010 are derived from our unaudited combined financial statements, which are not included in this information statement. The balance sheet data as of March 31, 2015 and the statements of operations data for each of the three months ended March 31, 2015 and 2014 are derived from our unaudited combined financial statements included elsewhere in this information statement. The balance sheet data as of March 31, 2014 is derived from our unaudited combined financial statements, which are not included in this information statement. Management believes that the unaudited combined financial statements have been prepared on the same basis as the audited combined financial statements and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the information for the periods presented. Results for the interim periods may not necessarily be indicative of results for the full year. The results from continuing operations for all periods presented exclude the results of our Venezuelan contract operations business and our Canadian Operations. Those results are reflected in discontinued operations for all periods presented.

The selected historical combined financial information presented below should be read in conjunction with our combined financial statements and accompanying notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this information statement. The financial information may not be indicative of our future performance and does not necessarily reflect the financial position and results of operations we would have realized had we operated as a separate, stand-alone entity during the periods presented, including changes that will occur in our operations as a result of our spin-off from Exterran Holdings.

	Years Ended December 31,					Three Months Ended March 31,	
	2014	2013	2012	2011	2010	2015	2014
(in thousands)							
Statement of Operations Data:							
Revenues	$ 2,172,754	$ 2,415,473	$ 2,068,724	$ 1,840,357	$ 1,661,735	$ 532,047	$ 473,132
Gross margin(1)	596,869	583,516	484,606	416,631	475,158	144,065	141,166
Selling, general and administrative	267,493	264,890	269,812	259,562	246,888	58,566	64,656
Depreciation and amortization	173,803	140,029	167,499	171,301	200,734	38,795	36,166
Long-lived asset impairment	3,851	11,941	5,197	352	12,286	4,579	—
Restructuring charges	—	—	3,892	7,131	—	—	—
Goodwill impairment	—	—	—	164,813	—	—	—
Interest expense	1,905	3,551	5,318	4,373	7,397	507	484
Equity in (income) loss of non-consolidated affiliates	(14,553)	(19,000)	(51,483)	471	609	(5,006)	(4,693)
Other (income) expense, net	7,222	(1,966)	5,638	(313)	(10,328)	8,391	(2,198)
Provision for income taxes	77,833	97,367	26,226	31,148	19,936	19,384	22,405
Income (loss) from continuing operations	79,315	86,704	52,507	(222,207)	(2,364)	18,849	24,346
Income (loss) from discontinued operations, net of tax	73,198	66,149	66,843	(10,105)	40,739	18,743	18,683
Net income (loss)	152,513	152,853	119,350	(232,312)	38,375	37,592	43,029
Other Financial Data:							
EBITDA, as adjusted(1)	$ 326,729	$ 324,905	$ 216,562	$ 171,556	$ 227,480	$ 84,616	$ 78,627
Capital expenditures:							
Contract Operations Equipment:							
Growth	$ 97,931	$ 36,468	$ 107,658	$ 35,846	$ 83,641	$ 29,612	$ 15,906
Maintenance	24,377	21,591	22,530	14,369	15,002	5,241	4,054
Other	35,546	42,136	34,602	32,332	21,901	5,696	6,481
Balance Sheet Data:							
Cash and cash equivalents	$ 39,361	$ 35,194	$ 34,167	$ 21,454	$ 43,752	$ 51,450	$ 61,009
Working capital	481,596	372,186	347,762	356,898	324,395	544,306	464,820
Property, plant and equipment, net	954,811	965,196	1,031,928	1,007,685	1,099,685	942,565	959,507
Total assets	2,032,823	1,999,211	2,133,502	2,153,944	2,457,704	2,025,854	2,024,937
Long-term debt	1,107	1,539	—	140	55	994	1,444
Total equity	1,451,822	1,373,904	1,407,394	1,450,828	1,648,095	1,489,363	1,455,858

(1) Gross margin and EBITDA, as adjusted, are non-GAAP financial measures. Each of these Non-GAAP financial measures is defined, reconciled to net income (loss) and discussed further below under "Non-GAAP Financial Measures."

Non-GAAP Financial Measures

We define gross margin as total revenue less cost of sales (excluding depreciation and amortization expense). Gross margin is included as a supplemental disclosure because it is a primary measure used by our management to evaluate the results of revenue and cost of sales (excluding depreciation and amortization expense), which are key components of our operations. We believe gross margin is important because it focuses on the current operating performance of our operations and excludes the impact of the prior historical costs of the assets acquired or constructed that are utilized in those operations, the indirect costs associated with our selling, general and administrative ("SG&A") activities, the impact of our financing methods and income taxes. Depreciation and amortization expense may not accurately reflect the costs required to maintain and replenish the operational usage of our assets and therefore may not portray the costs from current operating activity. As an indicator of our operating performance, gross margin should not be considered an alternative to, or more meaningful than, net income (loss) as determined in accordance with accounting principles generally accepted in the U.S. ("GAAP"). Our gross margin may not be comparable to a similarly titled measure of another company because other entities may not calculate gross margin in the same manner.

Gross margin has certain material limitations associated with its use as compared to net income (loss). These limitations are primarily due to the exclusion of interest expense, depreciation and

amortization expense, SG&A expense, impairments and restructuring charges. Each of these excluded expenses is material to our combined statements of operations. Because we intend to finance a portion of our operations through borrowings, interest expense is a necessary element of our costs and our ability to generate revenue. Additionally, because we use capital assets, depreciation expense is a necessary element of our costs and our ability to generate revenue, and SG&A expenses are necessary to support our operations and required corporate activities. To compensate for these limitations, management uses this non-GAAP measure as a supplemental measure to other GAAP results to provide a more complete understanding of our performance.

The following table reconciles our net income (loss) to gross margin (in thousands):

	Years Ended December 31,					Three Months Ended March 31,	
	2014	2013	2012	2011	2010	2015	2014
Net income (loss)	$ 152,513	$ 152,853	$ 119,350	$ (232,312)	$ 38,375	$ 37,592	$ 43,029
Selling, general and administrative	267,493	264,890	269,812	259,562	246,888	58,566	64,656
Depreciation and amortization	173,803	140,029	167,499	171,301	200,734	38,795	36,166
Long-lived asset impairment	3,851	11,941	5,197	352	12,286	4,579	—
Restructuring charges	—	—	3,892	7,131	—	—	—
Goodwill impairment	—	—	—	164,813	—	—	—
Interest expense	1,905	3,551	5,318	4,373	7,397	507	484
Equity in (income) loss of non-consolidated affiliates	(14,553)	(19,000)	(51,483)	471	609	(5,006)	(4,693)
Other (income) expense, net	7,222	(1,966)	5,638	(313)	(10,328)	8,391	(2,198)
Provision for income taxes	77,833	97,367	26,226	31,148	19,936	19,384	22,405
(Income) loss from discontinued operations, net of tax	(73,198)	(66,149)	(66,843)	10,105	(40,739)	(18,743)	(18,683)
Gross margin	$ 596,869	$ 583,516	$ 484,606	$ 416,631	$ 475,158	$ 144,065	$ 141,166

We define EBITDA, as adjusted, as net income (loss) excluding income (loss) from discontinued operations (net of tax), cumulative effect of accounting changes (net of tax), income taxes, interest expense (including debt extinguishment costs and gain or loss on termination of interest rate swaps), depreciation and amortization expense, impairment charges, restructuring charges, non-cash gains or losses from foreign currency exchange rate changes recorded on intercompany obligations, expensed acquisition costs and other items. We believe EBITDA, as adjusted, is an important measure of operating performance because it allows management, investors and others to evaluate and compare our core operating results from period to period by removing the impact of our capital structure (interest expense from our outstanding debt), asset base (depreciation and amortization), our subsidiaries' capital structure (non-cash gains or losses from foreign currency exchange rate changes on intercompany obligations), tax consequences, impairment charges, restructuring charges, expensed acquisition costs and other items. Management uses EBITDA, as adjusted, as a supplemental measure to review current period operating performance, comparability measures and performance measures for period to period comparisons. Our EBITDA, as adjusted, may not be comparable to a similarly titled measure of another company because other entities may not calculate EBITDA in the same manner.

EBITDA, as adjusted, is not a measure of financial performance under GAAP, and should not be considered in isolation or as an alternative to net income (loss), cash flows from operating activities and other measures determined in accordance with GAAP. Items excluded from EBITDA, as adjusted, are significant and necessary components to the operations of our business, and, therefore, EBITDA, as adjusted, should only be used as a supplemental measure of our operating performance.

The following table reconciles our net income (loss) to EBITDA, as adjusted (in thousands):

	Years Ended December 31,					Three Months Ended March 31,	
	2014	2013	2012	2011	2010	2015	2014
Net income (loss)	$ 152,513	$ 152,853	$ 119,350	$ (232,312)	$ 38,375	$ 37,592	$ 43,029
(Income) loss from discontinued operations, net of tax	(73,198)	(66,149)	(66,843)	10,105	(40,739)	(18,743)	(18,683)
Depreciation and amortization	173,803	140,029	167,499	171,301	200,734	38,795	36,166
Long-lived asset impairment	3,851	11,941	5,197	352	12,286	4,579	—
Restructuring charges	—	—	3,892	7,131	—	—	—
Goodwill impairment	—	—	—	164,813	—	—	—
Investment in non-consolidated affiliates impairment	197	—	224	471	609	—	197
Proceeds from sale of joint venture assets	(14,750)	(19,000)	(51,707)	—	—	(5,006)	(4,890)
Interest expense	1,905	3,551	5,318	4,373	7,397	507	484
(Gain) loss on currency exchange rate remeasurement of intercompany balances	3,614	4,313	7,406	14,174	(6,255)	7,508	(81)
Gain on sale of our investment in the subsidiary that owns the barge mounted processing plant and other related assets used on the Cawthorne Channel Project	—	—	—	—	(4,863)	—	—
Loss on sale of businesses	961	—	—	—	—	—	—
Provision for income taxes	77,833	97,367	26,226	31,148	19,936	19,384	22,405
EBITDA, as adjusted	$ 326,729	$ 324,905	$ 216,562	$ 171,556	$ 227,480	$ 84,616	$ 78,627

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The unaudited pro forma condensed combined financial statements have been derived from our historical combined financial statements included in this information statement and are not intended to be a complete presentation of our financial position or results of operations had the transactions contemplated by the spin-off and related agreements occurred as of and for the periods indicated. In addition, the unaudited pro forma condensed combined financial statements are provided for illustrative and informational purposes only and are not necessarily indicative of our future results of operations or financial condition as an independent, publicly traded company. The pro forma adjustments are based upon available information and assumptions that management believes are reasonable, that reflect the expected impacts of events directly attributable to the spin-off and related transaction agreements and that are factually supportable, and for purposes of the statement of operations, are expected to have a continuing impact on us. However, such adjustments are subject to change based on the finalization of the terms of the spin-off and related agreements.

The unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2015 and for the year ended December 31, 2014 reflects our results as if the spin-off and related transactions described below had occurred on January 1, 2014. The unaudited pro forma condensed combined balance sheet as of March 31, 2015 reflects our financial position as if the spin-off and related transactions described below had occurred as of such date.

The unaudited pro forma condensed combined financial statements should be read in conjunction with "Capitalization," "Selected Historical Combined Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Certain Relationships and Related Transactions" and the combined financial statements and accompanying notes included elsewhere in this information statement.

The unaudited pro forma condensed combined financial statements give effect to the following:

- the incurrence of $ million of debt under the debt arrangements and a transfer of $ million of the proceeds from such debt arrangements to Archrock;
- the impact of the separation and distribution agreement, supply agreement, services agreement, employee matters agreement, tax matters agreement and transition services agreement between Archrock and us and the provisions contained therein; and
- the distribution of approximately 34.7 million shares of our common stock to Archrock's shareholders (based on the number of shares of Exterran Holdings common stock outstanding as of March 31, 2015).

Following the completion of the spin-off, we expect to incur one-time expenditures ranging from approximately $ million to $ million consisting primarily of costs to start up certain stand-alone functions and other one-time transaction related costs. The unaudited pro forma condensed combined financial statements may not reflect all of the costs of operating as a stand-alone public company, including potentially increased expenses related to, among others, internal audit, treasury, risk management, investor relations, tax, legal and corporate secretary functions as well as the annual expenses associated with running an independent publicly traded company including listing fees, compensation of non-employee directors and related board of director fees, and other fees and expenses related to insurance, legal and external audit. Only costs that management has determined are factually supportable and recurring are included as pro forma adjustments, including items described above. Incremental costs and expenses associated with operating as a stand-alone company are not reflected in the accompanying pro forma condensed combined statements of income. However, our efforts to reduce SG&A costs in 2015 in response to market conditions are expected to result in lower SG&A expenses and the savings from these initiatives are expected to offset the increase in costs due to being a stand-alone public company.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
(in thousands)

	March 31, 2015			
	Historical	Pro Forma Adjustments		Pro Forma
ASSETS				
Current assets:				
Cash and cash equivalents	$ 51,450	$ —	(A)	$
Restricted cash	1,490			
Accounts receivable, net	365,592			
Inventory, net	316,913			
Costs and estimated earnings in excess of billings on uncompleted contracts	122,407			
Current deferred income taxes	48,595	(26,235)	(B)	
Other current assets	67,316			
Current assets associated with discontinued operations	453			
Total current assets	974,216	(26,235)		
Property, plant and equipment, net	942,565			
Intangible and other assets, net	109,073	41,506	(B),(C)	
Total assets	$ 2,025,854	$ 15,271		$
LIABILITIES AND EQUITY				
Current liabilities:				
Accounts payable, trade	$ 141,274	$		$
Accrued liabilities	139,032			
Deferred revenue	58,253			
Billings on uncompleted contracts in excess of costs and estimated earnings	90,237			
Current liabilities associated with discontinued operations	1,114			
Total current liabilities	429,910			
Long-term debt	994		(C)	
Deferred income taxes	34,852			
Long-term deferred revenue	43,953			
Other long-term liabilities	26,442			
Long-term liabilities associated with discontinued operations	340			
Total liabilities	536,491			
Commitments and contingencies				
Equity:				
Parent equity	1,482,949	(1,482,949)	(D)(E)	—
Accumulated other comprehensive income	6,414			
Common stock	—	347	(E)	
Additional paid-in capital	—	1,497,873	(E)	
Total equity	1,489,363	15,271		
Total liabilities and equity	$ 2,025,854	$ 15,271		$

See accompanying notes to unaudited pro forma condensed combined financial statements.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
(in thousands, except per share amounts)

	Three Months Ended March 31, 2015			
	Historical	Pro Forma Adjustments		Pro Forma
Revenues:				
Contract operations	$ 120,691	$		$
Aftermarket services	36,244			
Product sales	375,112	17,970	(F)	
Total revenues	$ 532,047	$ 17,970		$
Costs and expenses:				
Cost of sales (excluding depreciation and amortization expense):				
Contract operations	44,339			
Aftermarket services	25,157			
Product sales	318,486	16,532	(F)	
Selling, general and administrative	58,566			
Depreciation and amortization	38,795			
Long-lived asset impairment	4,579			
Interest expense	507		(G)	
Equity in income of non-consolidated affiliates	(5,006)			
Other (income) expense, net	8,391			
	493,814			
Income before income taxes	38,233			
Provision for income taxes	19,384		(H)	
Income from continuing operations	$ 18,849	$		$
Basic income per common share:				
Income from continuing operations			(I)	$
Diluted income per common share:				
Income from continuing operations			(J)	$
Weighted average common shares outstanding used in income per common share:				
Basic			(I)	34,126
Diluted			(J)	34,267

See accompanying notes to unaudited pro forma condensed combined financial statements.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
(in thousands, except per share amounts)

	Year Ended December 31, 2014			
	Historical	Pro Forma Adjustments		Pro Forma
Revenues:				
Contract operations	$ 493,853	$		$
Aftermarket services	162,724			
Product sales	1,516,177	64,277	(F)	
Total revenues	$ 2,172,754	$ 64,277		$
Costs and expenses:				
Cost of sales (excluding depreciation and amortization expense):				
Contract operations	185,408			
Aftermarket services	120,181			
Product sales	1,270,296	59,135	(F)	
Selling, general and administrative	267,493			
Depreciation and amortization	173,803			
Long-lived asset impairment	3,851			
Interest expense	1,905		(G)	
Equity in income of non-consolidated affiliates	(14,553)			
Other (income) expense, net	7,222			
	2,015,606			
Income before income taxes	157,148			
Provision for income taxes	77,833		(H)	
Income from continuing operations	$ 79,315	$		$
Basic income per common share:				
Income from continuing operations			(I)	$
Diluted income per common share:				
Income from continuing operations			(J)	$
Weighted average common shares outstanding used in income per common share:				
Basic			(I)	33,117
Diluted			(J)	34,545

See accompanying notes to unaudited pro forma condensed combined financial statements.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

(A) Reflects the following adjustments to cash and cash equivalents (in thousands):

Cash received from incurrence of new debt (see note (C))	$
Cash transferred to Exterran Holdings (see note (D))	
Cash pro forma adjustment	$

(B) Reflects the impact of changes in both current and long-term deferred tax assets related to foreign tax credits and U.S. net operating losses allocated from Archrock as a result of the spin-off. The valuation allowance associated with foreign tax deferred tax assets has been allocated between current and long-term deferred tax assets on a pro rata basis. Based on the weight of all the evidence available it is more likely than not that a portion of the foreign tax credit deferred tax assets will not be realized. This adjustment reflects a decrease to current deferred tax assets of $26.2 million and an increase to long-term deferred tax assets of $41.5 million included in intangible and other assets, net.

(C) In connection with the spin-off, we expect that we, or one of our expected wholly owned subsidiaries, will incur approximately $ million in indebtedness in the form of newly issued debt securities and the entry into a new credit facility and other financing arrangements. We expect to incur approximately $ million in fees and expenses in connection with these debt arrangements.

(D) Reflects the use of proceeds of debt arrangements incurred in connection with the spin-off (see note (C)), approximately $ million of which we expect will be transferred to Exterran Holdings to allow it to repay certain of its existing indebtedness.

(E) Represents the reclassification of the net investment of Exterran Holdings in us, which was recorded in parent company equity, into shares of our common stock and additional paid-in capital and the balancing entry to reflect approximately 34.7 million outstanding shares of common stock at a par value of $0.01 per share. We have assumed shares being distributed to holders of Exterran Holdings common shares, based on approximately 69.4 million outstanding shares of Exterran Holdings common shares outstanding at March 31, 2015, at a distribution ratio of one share of our common stock for every two shares of Exterran Holdings common stock. The components of the adjustment are listed below (in thousands):

Parent equity at March 31, 2015	$ 1,482,949
Tax adjustment (see note (B))	15,271
Cash transferred to Archrock	
Adjustment for par value of common stock	(347)
Adjustment to additional paid-in capital	$ 1,497,873

(F) Reflects the effect of the supply agreement and the services agreement that we will enter into with Archrock and Archrock Partners in connection with the spin-off. The revenue adjustment reflects the additional revenue that we would have recorded for products fabricated and sold to Exterran Holdings during the three months ended March 31, 2015 and the year ended December 31, 2014 under the supply agreement, if it were in effect on January 1, 2014.

(G) Represents the incremental interest expense, including amortization of deferred financing costs, related to the additional debt expected to be incurred in connection with our debt arrangements upon the spin-off, assuming an annual interest rate of % on total indebtedness of $ million. The interest rates for pro forma purposes are based on assumptions of the rates

to be effective on the completion of the spin-off. A one-eighth percent change in assumed interest rates for our additional debt would have a pro forma impact of $ million annually.

(H) Represents the tax effect of pro forma adjustments to income before income taxes, adjusted for nondeductible spin-off costs, using the U.S. federal statutory rate of 35% for the period presented.

(I) The pro forma weighted-average number of approximately 34,126,000 shares and 33,117,000 shares used to compute pro forma basic net income per share for the three months ended March 31, 2015 and for the year ended December 31, 2014, respectively, are based on the weighted-average number of Exterran Holdings shares outstanding for the three months ended March 31, 2015 and for the year ended December 31, 2014, respectively, applying a distribution ratio of one share of our common stock for every two shares of Exterran Holdings common stock outstanding.

(J) The pro forma weighted-average number of shares of our common stock used to compute pro forma diluted net income per share is based on the weighted average number of basic shares of our common stock as described in note (I) above, plus incremental shares assuming exercise of dilutive outstanding options and restricted stock awards granted to our employees under Exterran Holdings' stock-based compensation plans. The actual effect of the dilution following the completion of the spin-off will depend on various factors, including the employment of our personnel in one company or the other and the value of the equity awards at the time of distribution, and accordingly we cannot fully estimate the dilutive effects at this time.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our Combined Financial Statements, the notes thereto, and the other financial information appearing elsewhere in this information statement. The following discussion includes forward-looking statements that involve certain risks and uncertainties. See "Cautionary Statement Concerning Forward-Looking Statements" and "Risk Factors" in this information statement.

Spin-off from Exterran Holdings

On November 17, 2014, Exterran Holdings announced a plan to separate its international contract operations, international aftermarket services and global fabrication businesses into an independent, publicly traded company ("Exterran Corporation", "our", "we" or "us"). We refer to the global fabrication business currently operated by Exterran Holdings as our product sales business. The spin-off is expected to be completed in accordance with a separation and distribution agreement between Archrock and Exterran Corporation. See "Relationship with Archrock After the Spin-Off—Agreements Between Archrock and Us—Separation and Distribution Agreement." To effect the spin-off, Exterran Holdings intends to distribute, on a pro rata basis, all of the shares of Exterran Corporation common stock to Exterran Holdings' stockholders as of the record date for the spin-off. The spin-off is subject to certain conditions, including general economic and market conditions, the receipt of an opinion of counsel as to the tax treatment of the transaction and final approval of Exterran Holdings' board of directors. See "The Spin-Off—Spin-Off Conditions and Termination." The spin-off will not be subject to a shareholder vote. Upon completion of the spin-off, Archrock and Exterran Corporation will each be independent, publicly traded companies and will have separate public ownership, boards of directors and management. We expect to complete the spin-off on or about , 2015. However, we cannot assure you that the spin-off will be completed on the anticipated timeline, or at all, or that the terms of the spin-off will not change.

In connection with the separation and distribution agreement, Exterran Corporation will enter into several other agreements with Archrock that will govern the relationship between Exterran Corporation and Archrock after completion of the distribution and provide for the allocation between Exterran Corporation and Archrock of various assets, liabilities, rights and obligations (including employee benefits, insurance and tax-related assets and liabilities). These agreements will also include arrangements with respect to certain services to be provided between Exterran Corporation and Archrock. See "Certain Relationships and Related Transactions" and "Relationship with Archrock After the Spin-off."

Following the completion of the spin-off, we expect to incur one-time expenditures ranging from approximately $ million to $ million consisting primarily of costs to start up certain stand-alone functions and other one-time transaction related costs. Recurring costs of operating as a stand-alone public company include potentially increased expenses related to, among others, internal audit, treasury, risk management, investor relations, tax, legal and corporate secretary functions as well as the annual expenses associated with running an independent publicly traded company including listing fees, compensation of non-employee directors and related board of director fees, and other fees and expenses related to insurance, legal and external audit. Costs of operating as a stand-alone public company that differ from historical allocations may have an impact on our profitability and operating cash flows. However, our efforts to reduce SG&A costs in 2015 in response to market conditions are expected to result in lower SG&A expenses and the savings from these initiatives are expected to offset the increase in costs due to being a stand-alone public company.

Overview

We are a market leader in the provision of compression, production and processing products and services that support the production and transportation of oil and natural gas throughout the world. We provide these products and services to a global customer base consisting of companies engaged in all

aspects of the oil and natural gas industry, including large integrated oil and natural gas companies, national oil and natural gas companies, independent oil and natural gas producers and oil and natural gas processors, gatherers and pipeline operators. We report our results of operations in the following three reporting business segments: contract operations, aftermarket services and product sales.

In our contract operations business we own and operate our fleet of natural gas compression equipment and crude oil and natural gas production and processing equipment on behalf of our customers outside of the United States. These services can include engineering, design, procurement, on-site construction and operation of natural gas compression and crude oil or natural gas production and processing facilities for our customers. Our contract operations business is underpinned by long-term commercial contracts with large customers, including several national oil and natural gas companies, which we believe provides us with relatively stable cash flows due to our exposure to the production phase of oil and gas development, compared to drilling and completion related energy service and product providers. We believe our contract operations services generally allow our customers that outsource their compression or production and processing needs to achieve higher production rates than they would achieve with their own operations, resulting in increased revenue for our customers. In addition, outsourcing allows our customers flexibility for their compression and production and processing needs while limiting their capital requirements. These contracts generally involve initial terms ranging from three to five years, and in some cases in excess of 10 years. In many instances, we are able to renew these contracts prior to the expiration of the initial term; in some cases, we may sell the underlying assets to our customers pursuant to purchase options.

In our aftermarket services business we provide operations, maintenance, overhaul and reconfiguration services outside of the United States to support our customers who own their own compression, production, processing, treating and related equipment. Our services range from routine maintenance services and parts sales to the full operation and maintenance of customer-owned assets. We both seek to couple aftermarket services with our product sales business to provide ongoing services to customers who buy equipment from us and to sell those services to customers who have bought equipment from other companies.

In our product sales business we design, engineer, manufacture, install and sell natural gas compression packages, as well as equipment used in the production, treating and processing of crude oil and natural gas to customers both in the United States and internationally. We also design, engineer, manufacture and install this equipment for use in our contract operations business. In addition, we combine our products into an integrated solution that we design, engineer, procure and, in certain cases, construct on-site for sale to our customers. We believe the expansive range of products we sell through our global platform enables us to take advantage of the ongoing, worldwide energy infrastructure build-out.

Industry Conditions and Trends

Our business environment and corresponding operating results are affected by the level of energy industry spending for the exploration, development and production of oil and natural gas reserves. Spending by oil and natural gas exploration and production companies is dependent upon these companies' forecasts regarding the expected future supply, demand and pricing of oil and natural gas products as well as their estimates of risk-adjusted costs to find, develop and produce reserves. Although we believe our contract operations business is typically less impacted by commodity prices than certain other energy products and service providers, changes in oil and natural gas exploration and production spending normally result in changes in demand for our products and services.

As reported in the BP Energy Outlook 2035, February 2015 edition, global liquids and natural gas consumption are expected to grow annually by approximately 1.2% and 2.6%, respectively, between 2015 and 2020. Global liquids and natural gas consumption are forecast to increase annually by approximately 0.7% and 1.5%, respectively, between 2020 and 2035.

In addition, according to the BP Energy Outlook 2035, February 2015 edition, global liquids and natural gas production are forecast to grow annually by approximately 1.0% and 2.5%, respectively, between 2015 and 2020. Global liquids and natural gas production are forecast to increase annually by approximately 0.6% and 1.5%, respectively, between 2020 and 2035. The largest growth in liquids production is forecast to come from North America, the Middle East and South and Central America. The largest growth in natural gas production is forecast to come from North America, Asia Pacific and the Middle East.

Our Performance Trends and Outlook

Our revenue, earnings and financial position are affected by, among other things, market conditions that impact demand and pricing for natural gas compression and oil and natural gas production and processing and our customers' decisions among using our products and services, using our competitors' products and services or owning and operating the equipment themselves.

During 2014, we saw steady activity in North American shale plays and areas focused on the production of oil and natural gas liquids. Historically, oil and natural gas prices in North America have been volatile. Global oil prices have fallen significantly since the third quarter of 2014. West Texas Intermediate crude oil spot prices as of March 31, 2015 were approximately 11% and 53% lower than prices at December 31, 2014 and March 31, 2014, respectively. In addition, the Henry Hub spot price for natural gas was $2.65 per MMBtu at March 31, 2015, which was approximately 16% and 41% lower than prices at December 31, 2014 and March 31, 2014, respectively, and the U.S. natural gas liquid composite price was approximately $5.08 per MMBtu for the month of January 2015, which was approximately 10% and 49% lower than prices for the months of December 2014 and March 2014, respectively. During periods of lower oil or natural gas prices, oil and natural gas production growth could moderate or decline in North America and internationally, and as a result the demand or pricing for our contract operations services, natural gas compression equipment and oil and natural gas production and processing equipment could be adversely affected. Booking activity levels for our fabricated products in North America during the three months ended March 31, 2015 have decreased by approximately 82% compared to the three months ended December 31, 2014 and our North America product sales backlog as of March 31, 2015 decreased by approximately 29% compared to December 31, 2014. We believe these booking levels reflect both our customers' reduced activity levels in response to the decline in commodity prices and caution on the part of our customers as they reset capital budgets and seek to reduce costs.

Similarly, in international markets, lower oil and gas prices may have a negative impact on the amount of capital investment by our customers in new projects. However, we believe the impact will be less than we expect to experience in North America for two reasons: first, the longer-term fundamentals influencing our international customers' demand and, second, the long-term contracts we have in place with some of those international customers, including for our contract operations services. Growth in our international markets depends in part on international infrastructure projects, many of which are based on longer-term plans of our customers that can be driven by their local market demand and local pricing for natural gas. As a result, we believe our international customers make decisions based on longer-term fundamentals that can be less tied to near term commodity prices than our North American customers. Therefore, we believe the demand for our services and products in international markets will continue, and we expect to have opportunities to grow our international businesses over the long term. In the short term, however, our customers have sought to reduce their capital and operating expenditure requirements due to lower oil and natural gas prices. As a result, the demand for our services and products in international markets has been adversely impacted. Booking activity levels for our fabricated products in international markets during the three months ended March 31, 2015 have decreased by approximately 76% compared to the three months ended December 31, 2014 and our international market product sales backlog as of March 31, 2015 decreased by approximately 17% compared to December 31, 2014.

The timing of any change in activity levels by our customers is difficult to predict. As a result, our ability to project the anticipated activity level for our business, and particularly our fabrication segment, in the second half of 2015 is limited. If capital spending by our customers remains low throughout 2015, we expect significantly lower bookings in our product sales business in 2015 compared to 2014. If these reduced booking levels persist for a sustained period, we could experience a material adverse effect on our business, financial condition, results of operations and cash flows.

Our level of capital spending depends on our forecast for the demand for our products and services and the equipment required to provide services to our customers. We anticipate investing more capital in our contract operations business in 2015 than we did in 2014. The increased investment in our contract operations business during 2015 is driven by large multi-year projects contracted in 2014 that are scheduled to start earning revenue in 2015 and 2016.

Certain Key Challenges and Uncertainties

Market conditions and competition in the oil and natural gas industry and the risks inherent in international markets continue to represent key challenges and uncertainties. In addition to these challenges, we believe the following represent some of the key challenges and uncertainties we will face in the future:

Global Energy Markets and Oil and Natural Gas Pricing. Our results of operations depend upon the level of activity in the global energy markets, including oil and natural gas development, production, processing and transportation. Oil and natural gas prices and the level of drilling and exploration activity can be volatile and have fallen significantly recently. As a result, many producers in the U.S. and other parts of the world, including our customers, have announced reduced capital budgets for this year. If oil and natural gas exploration and development activity and the number of well completions continue to decline due to the reduction in oil and natural gas prices or significant instability in energy markets, we would anticipate a continued decrease in demand and potentially pricing for our natural gas compression and oil and natural gas production and processing equipment and services. For example, unfavorable market conditions or financial difficulties experienced by our customers may result in cancellation of contracts or the delay or abandonment of projects, which could cause our cash flows generated by our products sales and international services to decline and have a material adverse effect on our results of operations and financial condition.

Execution on Larger Contract Operations and Product Sales Projects. Some of our projects have a relatively larger size and scope than the majority of our projects, which can translate into more technically challenging conditions or performance specifications for our products and services. Contracts with our customers generally specify delivery dates, performance criteria and penalties for our failure to perform. Any failure to execute such larger projects in a timely and cost effective manner could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Completion of the Spin-off. Execution of the spin-off transaction will require significant expense and the time and attention of our management. The spin-off could distract management from the operation of our business and the execution of our other strategic initiatives. Our employees may also be uncertain about their future roles within Exterran Corporation pending the completion of the spin-off, which could lead to departures. Further, if the spin-off is completed, we may not realize the benefits we expect to realize. Any such difficulties could have an adverse effect on our business, results of operations and financial condition. If completed, the spin-off may also expose us to certain risks that could have an adverse effect on our results of operations and financial condition. The spin-off is contingent upon the final approval of Exterran Holdings' board of directors and other conditions, some of which are beyond our control. For this and other reasons, the spin-off may not be completed in the expected timeframe or at all.

Personnel, Hiring, Training and Retention. Both in North America and internationally, we believe our ability to grow may be challenged by our ability to hire, train and retain qualified personnel.

Although we have been able to satisfy our personnel needs thus far, retaining employees in our industry continues to be a challenge. Our ability to continue our growth will depend in part on our success in hiring, training and retaining these employees.

For the Three Months Ended March 31, 2015 and 2014

Summary of Results

As discussed in Note 2 to the Condensed Combined Financial Statements, the results from continuing operations for all periods presented exclude the results of our Venezuelan contract operations business. Those results are reflected in discontinued operations for all periods presented.

Net Income and EBITDA, as adjusted. We generated net income of $37.6 million and $43.0 million during the three months ended March 31, 2015 and 2014, respectively. The decrease in net income was primarily due to an increase in foreign currency losses of $9.4 million, an increase in long-lived asset impairment and an increase in depreciation and amortization expense. These activities were partially offset by a decrease in income tax expense, a decrease in SG&A expense and an increase in gross margin. Our EBITDA, as adjusted, was $84.6 million and $78.6 million during the three months ended March 31, 2015 and 2014, respectively. EBITDA, as adjusted, increased primarily due to a decrease in SG&A expense and an increase in gross margin, partially offset by an increase of $1.8 million in foreign currency losses excluding the remeasurement of intercompany balances. For a reconciliation of EBITDA, as adjusted, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP, please read "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

Results by Business Segment. The following table summarizes revenue, gross margin and gross margin percentages for each of our business segments (dollars in thousands):

	For the Three Months Ended March 31,	
	2015	2014
Revenue:		
Contract Operations	$ 120,691	$ 111,040
Aftermarket Services	36,244	34,833
Product Sales	375,112	327,259
	$ 532,047	$ 473,132
Gross Margin(1):		
Contract Operations	$ 76,352	$ 70,008
Aftermarket Services	11,087	9,818
Product Sales	56,626	61,340
	$ 144,065	$ 141,166
Gross Margin percentage(2):		
Contract Operations	63%	63%
Aftermarket Services	31%	28%
Product Sales	15%	19%

(1) Defined as revenue less cost of sales, excluding depreciation and amortization expense. Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP in "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

(2) Defined as gross margin divided by revenue.

Operating Highlights

The following tables summarize our total available horsepower, total operating horsepower, average operating horsepower, horsepower utilization percentages and product sales backlog (in thousands, except percentages):

	For the Three Months Ended March 31,	
	2015	2014
Total Available Horsepower (at period end)	1,239	1,254
Total Operating Horsepower (at period end)	960	984
Average Operating Horsepower	971	982
Horsepower Utilization (at period end)	77%	78%

	March 31, 2015	March 31, 2014
Product Sales Backlog(1):		
Compressor and Accessory	$ 185,640	$ 176,708
Production and Processing	458,143	433,842
Installation	86,590	58,513
Product Sales Backlog	$ 730,373	$ 669,063

(1) Our product sales backlog consists of unfilled orders based on signed contracts and does not include potential product sales pursuant to letters of intent received from customers. We expect that $27.3 million of our product sales backlog as of March 31, 2015 will be recognized after March 31, 2016.

The Three Months Ended March 31, 2015 Compared to the Three Months Ended March 31, 2014

Contract Operations
(dollars in thousands)

	Three Months Ended March 31,		Increase (Decrease)
	2015	2014	
Revenue	$ 120,691	$ 111,040	9%
Cost of sales (excluding depreciation and amortization expense)	44,339	41,032	8%
Gross margin	$ 76,352	$ 70,008	9%
Gross margin percentage	63%	63%	0%

The increase in revenue during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was primarily due to a $7.0 million increase in revenue in Mexico primarily driven by contracts that commenced or were expanded in scope in 2014 and 2015 and a $4.2 million increase in revenue in Argentina primarily due to higher rates and inflationary cost recoveries billed to customers in the current year period partially offset by the devaluation of the Argentine peso in the current year period. Gross margin increased during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 primarily due to the revenue increase explained above, excluding the devaluation of the Argentine peso in the current year as the impact on gross margin and gross margin percentage was insignificant. Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP in "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

Aftermarket Services
(dollars in thousands)

	Three Months Ended March 31,		Increase (Decrease)
	2015	2014	
Revenue	$ 36,244	$ 34,833	4%
Cost of sales (excluding depreciation and amortization expense)	25,157	25,015	1%
Gross margin	$ 11,087	$ 9,818	13%
Gross margin percentage	31%	28%	3%

The increase in revenue during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was primarily due to an increase in revenue in the Eastern Hemisphere of $1.1 million. Gross margin increased during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 primarily due to an increase in gross margin in the Eastern Hemisphere of $1.2 million. The increase in gross margin percentage during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was due to the receipt of a settlement from a customer in the Eastern Hemisphere during the three months ended March 31, 2015, which positively impacted revenue and gross margin by $3.7 million and $2.2 million, respectively.

Product Sales
(dollars in thousands)

	Three Months Ended March 31,		Increase (Decrease)
	2015	2014	
Revenue	$ 375,112	$ 327,259	15%
Cost of sales (excluding depreciation and amortization expense)	318,486	265,919	20%
Gross margin	$ 56,626	$ 61,340	(8)%
Gross margin percentage	15%	19%	(4)%

The increase in revenue during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was due to higher revenue in North America and Latin America of $52.5 million and $6.9 million, respectively, partially offset by a decrease in revenue in the Eastern Hemisphere of $11.5 million. The increase in revenue in North America was primarily due to increases of $21.9 million, $15.7 million and $14.9 million in production and processing equipment revenue, installation revenue and compressor revenue, respectively. The increase in Latin America revenue was primarily due to an increase of $7.5 million in compressor revenue. The decrease in the Eastern Hemisphere revenue was due to decreases of $14.1 million and $10.3 million in compressor revenue and installation revenue, respectively, partially offset by an increase of $12.9 million in production and processing equipment revenue. The decreases in gross margin and gross margin percentage were primarily caused by subcontractor delays during the three months ended March 31, 2015 resulting in schedule extensions and additional costs of $4.3 million associated with projects in the Eastern Hemisphere and an increase of $0.9 million in expense for inventory reserves during the current year period.

Costs and Expenses
(dollars in thousands)

	Three Months Ended March 31,		Increase (Decrease)
	2015	2014	
Selling, general and administrative	$ 58,566	$ 64,656	(9)%
Depreciation and amortization	38,795	36,166	7%
Long-lived asset impairment	4,579	—	n/a
Interest expense	507	484	5%
Equity in income of non-consolidated affiliates	(5,006)	(4,693)	7%
Other (income) expense, net	8,391	(2,198)	(482)%

SG&A expense includes expense allocations for certain functions, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology services performed by Exterran Holdings on a centralized basis that historically have not been recorded at the segment level. These costs were allocated to us systematically based on specific department function and revenue. Included in SG&A expense during the three months ended March 31, 2015 and 2014 were $14.9 million and $16.3 million, respectively, of corporate expenses incurred by Exterran Holdings. The actual costs we would have incurred if we had been a stand-alone public company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure. The decrease in SG&A expense during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was also attributable to a $1.4 million decrease in compensation and benefits costs in Latin America and the Eastern Hemisphere. SG&A as a percentage of revenue was 11% and 14% during the three months ended March 31, 2015 and 2014, respectively.

Depreciation and amortization expense during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 increased primarily due to an increase of $4.8 million in depreciation of installation costs on contract operations projects in Mexico, partially offset by a decrease of $2.7 million in depreciation of compressor costs in the Eastern Hemisphere primarily as a result of a purchase option exercised by a contract operations customer during three months ended March 31, 2014. Installation costs capitalized on contract operations projects are depreciated over the life of the underlying contract.

During the three months ended March 31, 2015, we reviewed the future deployment of our idle compression assets used in our contract operations segment for units that were not of the type, configuration, condition, make or model that are cost efficient to maintain and operate. Based on this review, we determined that six idle compression units totaling approximately 7,000 horsepower would be retired from the active fleet. The retirement of these units from the active fleet triggered a review of these assets for impairment. As a result, we recorded a $3.2 million asset impairment to reduce the book value of each unit to its estimated fair value. The fair value of each unit was estimated based on the estimated component value of the equipment on each compressor unit that we plan to utilize.

During the three months ended March 31, 2015, we evaluated a long-term note receivable from the purchaser of our Canadian Operations for impairment. This review was triggered by an offer from the purchaser of our Canadian Operations to prepay the note receivable at a discount to its current book value. The fair value of the note receivable as of March 31, 2015 was based on the amount offered by the purchaser of our Canadian Operations to prepay the note receivable. The difference between the book value of the note receivable at March 31, 2015 and its fair value resulted in the recording of an impairment of long-lived assets of $1.4 million. In April 2015, we accepted the offer to early settle this note receivable.

In March 2012, our Venezuelan joint ventures sold their assets to PDVSA Gas. We received payments, including an annual charge, of $5.0 million and $4.9 million during the three months ended March 31, 2015 and 2014, respectively. The remaining principal amount due to us of approximately

$22 million as of March 31, 2015, is payable in quarterly cash installments through the first quarter of 2016. Payments we receive from the sale will be recognized as equity in (income) loss of non-consolidated affiliates in our combined statements of operations in the periods such payments are received.

The change in other (income) expense, net, during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was primarily due to a $9.4 million increase in foreign currency losses. Foreign currency losses included a translation loss of $7.5 million and a translation gain of $0.1 million during the three months ended March 31, 2015 and 2014, respectively, related to the functional currency remeasurement of our foreign subsidiaries' U.S. dollar denominated intercompany obligations.

Income Taxes
(dollars in thousands)

	Three Months Ended March 31,		Increase (Decrease)
	2015	2014	
Provision for income taxes	$ 19,384	$ 22,405	(13)%
Effective tax rate	50.7%	47.9%	2.8%

The decrease in our income tax expense during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was primarily attributable to an $8.5 million decrease in pre-tax income.

Discontinued Operations
(dollars in thousands)

	Three Months Ended March 31,		Increase (Decrease)
	2015	2014	
Income from discontinued operations, net of tax	$ 18,743	$ 18,683	0%

Income from discontinued operations, net of tax, during the three months ended March 31, 2015 and 2014 includes our operations in Venezuela that were expropriated in June 2009, including compensation for expropriation and costs associated with our arbitration proceeding.

As discussed in Note 2 to the Condensed Combined Financial Statements, in August 2012, our Venezuelan subsidiary sold its previously nationalized assets to PDVSA Gas. We received installment payments, including an annual charge, totaling $18.7 million and $17.8 million during the three months ended March 31, 2015 and 2014, respectively. The remaining principal amount due to us of approximately $99 million as of March 31, 2015, is payable in quarterly cash installments through the third quarter of 2016. We have not recognized amounts payable to us by PDVSA Gas as a receivable and will therefore recognize quarterly payments received in the future as income from discontinued operations in the periods such payments are received. The proceeds from the sale of the assets are not subject to Venezuelan national taxes due to an exemption allowed under the Venezuelan Reserve Law applicable to expropriation settlements. In addition, and in connection with the sale, we and the Venezuelan government agreed to waive rights to assert certain claims against each other.

For the Years Ended December 31, 2014, 2013 and 2012

Summary of Results

As discussed in Note 3 to the Combined Financial Statements, the results from continuing operations for all periods presented exclude the results of our Venezuelan contract operations business and Canadian Operations. Those results are reflected in discontinued operations for all periods presented.

Net Income and EBITDA, as adjusted. We generated net income of $152.5 million, $152.9 million and $119.4 million during the years ended December 31, 2014, 2013 and 2012, respectively. Net income during the year ended December 31, 2014 compared to the year ended December 31, 2013 was impacted by an increase in depreciation and amortization expense and a $6.5 million loss on short-term investments related to the purchase of Argentine government issued U.S. dollar denominated bonds using Argentine pesos in the current year period, offset by a decrease in income tax expense, an increase in gross margin and a decrease in long-lived asset impairment. The increase in net income during the year ended December 31, 2013 compared to the year ended December 31, 2012 was primarily due to an increase in gross margin in our product sales segment and a decrease in depreciation and amortization expenses, partially offset by an increase in income tax expense and a decrease of $32.7 million in cash payments received from the sale of our Venezuelan joint ventures' assets. Our EBITDA, as adjusted, was $326.7 million, $324.9 million and $216.6 million during the years ended December 31, 2014, 2013 and 2012, respectively. EBITDA, as adjusted, during the year ended December 31, 2014 compared to the year ended December 31, 2013 increased primarily due to higher gross margin as discussed above, partially offset by a $6.5 million loss on short-term investments related to the purchase of Argentine government issued U.S. dollar denominated bonds using Argentine pesos as discussed above. EBITDA, as adjusted, during the year ended December 31, 2013 compared to the year ended December 31, 2012, increased primarily due to higher gross margin in our product sales segment. For a reconciliation of EBITDA, as adjusted, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP, please read "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

Results by Business Segment. The following table summarizes revenue, gross margin and gross margin percentages for each of our business segments (dollars in thousands):

	Years Ended December 31,		
	2014	2013	2012
Revenue:			
Contract Operations	$ 493,853	$ 476,016	$ 463,957
Aftermarket Services	162,724	160,672	145,048
Product Sales	1,516,177	1,778,785	1,459,719
	$ 2,172,754	$ 2,415,473	$ 2,068,724
Gross Margin(1):			
Contract Operations	$ 308,445	$ 279,072	$ 279,349
Aftermarket Services	42,543	40,328	37,190
Product Sales	245,881	264,116	168,067
	$ 596,869	$ 583,516	$ 484,606
Gross Margin percentage(2):			
Contract Operations	62%	59%	60%
Aftermarket Services	26%	25%	26%
Product Sales	16%	15%	12%

(1) Defined as revenue less cost of sales, excluding depreciation and amortization expense. Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP in "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

(2) Defined as gross margin divided by revenue.

Operating Highlights

The following tables summarize our total available horsepower, total operating horsepower, average operating horsepower, horsepower utilization percentages and product sales backlog (in thousands, except percentages):

	Years Ended December 31,		
	2014	2013	2012
Total Available Horsepower (at period end)	1,236	1,255	1,265
Total Operating Horsepower (at period end)	976	986	1,007
Average Operating Horsepower	969	995	991
Horsepower Utilization (at period end)	79%	79%	80%

	December 31,		
	2014	2013	2012
Product Sales Backlog(1):			
Compressor and Accessory	$ 270,297	$ 157,093	$ 254,915
Production and Processing	561,153	475,565	563,826
Installation	121,751	46,429	245,573
Product Sales Backlog	$ 953,201	$ 679,087	$ 1,064,314

(1) Our product sales backlog consists of unfilled orders based on signed contracts and does not include potential product sales pursuant to letters of intent received from customers. We expect that $59.4 million of our product sales backlog as of December 31, 2014 will not be recognized in 2015.

The Year Ended December 31, 2014 Compared to the Year Ended December 31, 2013

Contract Operations
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2014	2013	
Revenue	$ 493,853	$ 476,016	4%
Cost of sales (excluding depreciation and amortization expense)	185,408	196,944	(6)%
Gross margin	$ 308,445	$ 279,072	11%
Gross margin percentage	62%	59%	3%

The increase in revenue during the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to a $16.1 million increase in revenue in Brazil primarily related to the start-up of a project in the current year with little incremental costs, an $8.0 million increase in revenue related to contracts that commenced in 2013 in Trinidad and Iraq, a $3.8 million increase in revenue in Mexico primarily due to accelerated revenues associated with a project that terminated in the second quarter of 2014 and a $3.8 million increase in revenue in Indonesia primarily due to an increase in production. These increases in revenue were partially offset by a $7.2 million decrease in revenue in Argentina driven by devaluation of the Argentine peso in the current year partially offset by higher rates in the current year period and a $6.1 million decrease in Colombia primarily due to recognition of revenue with no incremental cost on the termination of a contract during the year ended

December 31, 2013. Gross margin (defined as revenue less cost of sales, excluding depreciation and amortization expense) and gross margin percentage increased during the year ended December 31, 2014 compared to the year ended December 31, 2013 primarily due to the revenue increase explained above, excluding the devaluation of the Argentine peso in the current year as the impact on gross margin and gross margin percentage was insignificant. While our gross margin during the year ended December 31, 2014 benefited from the start-up of a Brazilian project, our contract operations business is capital intensive, and as such, we did have additional incremental costs in the form of depreciation expense which is excluded from gross margin. Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP in "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

Aftermarket Services
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2014	2013	
Revenue	$ 162,724	$ 160,672	1%
Cost of sales (excluding depreciation and amortization expense)	120,181	120,344	0%
Gross margin	$ 42,543	$ 40,328	5%
Gross margin percentage	26%	25%	1%

The increase in revenue during the year ended December 31, 2014 compared to the year ended December 31, 2013 was due to increases in revenue in the Eastern Hemisphere and Latin America of $1.1 million and $1.0 million, respectively. Gross margin increased during the year ended December 31, 2014 compared to the year ended December 31, 2013 primarily due to an increase in gross margin in the Eastern Hemisphere of $2.6 million.

Product Sales
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2014	2013	
Revenue	$ 1,516,177	$ 1,778,785	(15)%
Cost of sales (excluding depreciation and amortization expense)	1,270,296	1,514,669	(16)%
Gross margin	$ 245,881	$ 264,116	(7)%
Gross margin percentage	16%	15%	1%

The decrease in revenue during the year ended December 31, 2014 compared to the year ended December 31, 2013 was due to lower revenue in North America, Latin America and the Eastern Hemisphere of $114.7 million, $83.3 million and $64.6 million, respectively. The decrease in revenue in North America was due to a decrease of $143.6 million in installation revenue primarily due to a project for one customer that was completed in 2013 and a decrease of $122.4 million in production and processing equipment revenue, partially offset by a $151.3 million increase in compressor revenue. The decrease in Latin America revenue was due to decreases of $59.2 million, $14.0 million and $10.1 million in installation revenue, production and processing equipment revenue and compressor revenue, respectively. The decrease in revenue in the Eastern Hemisphere was due to a decrease of $106.4 million in compressor revenue, partially offset by increases of $24.0 million and $17.8 million in

installation revenue and production and processing equipment revenue, respectively. The decrease in gross margin was primarily caused by the revenue decrease explained above and additional costs charged to one project in North America related to a warranty expense accrual of approximately $7.0 million during the year ended December 31, 2014, partially offset by cost overruns on three large turnkey projects recorded during the year ended December 31, 2013 of approximately $53.0 million. The increase in gross margin percentage was primarily caused by cost overruns on three large turnkey projects recorded during the year ended December 31, 2013, partially offset by additional costs charged to a project in North America related to a warranty expense accrual during the year ended December 31, 2014.

Costs and Expenses
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2014	2013	
Selling, general and administrative	$ 267,493	$ 264,890	1%
Depreciation and amortization	173,803	140,029	24%
Long-lived asset impairment	3,851	11,941	(68)%
Interest expense	1,905	3,551	(46)%
Equity in income of non-consolidated affiliates	(14,553)	(19,000)	(23)%
Other (income) expense, net	7,222	(1,966)	(467)%

SG&A expense includes expense allocations for certain functions, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology services performed by Exterran Holdings on a centralized basis that historically have not been recorded at the segment level. These costs were allocated to us systematically based on specific department function and revenue. Included in SG&A expense during the years ended December 31, 2014 and 2013 were $68.3 million and $62.6 million, respectively, of corporate expenses incurred by Exterran Holdings. The actual costs we would have incurred if we had been a stand-alone public company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure. SG&A as a percentage of revenue was 12% and 11% during the years ended December 31, 2014 and 2013, respectively.

Depreciation and amortization expense during the year ended December 31, 2014 compared to the year ended December 31, 2013 increased primarily due to $26.4 million of depreciation of installation costs recognized during 2014 on a contract operations project in Brazil that commenced and terminated operations in 2014. Prior to the start-up of this project, we capitalized $1.9 million and $24.5 million of installation costs during the year ended December 31, 2014 and 2013, respectively. Capitalized installation costs included, among other things, civil engineering, piping, electrical instrumentation and project management costs. Installation costs capitalized on contract operations projects are depreciated over the life of the underlying contract. In addition, depreciation expense increased due to property, plant and equipment additions.

During the year ended December 31, 2014, we evaluated the future deployment of our idle fleet and determined to retire approximately 20 idle compressor units, representing approximately 18,000 horsepower, previously used to provide services in our contract operations segment. As a result, we performed an impairment review and recorded a $2.8 million asset impairment to reduce the book value of each unit to its estimated fair value. The fair value of each unit was estimated based on the estimated component value of the equipment we plan to use.

In connection with our fleet review during 2014, we evaluated for impairment idle units that had been culled from our fleet in prior years and were available for sale. Based upon that review, we

reduced the expected proceeds from disposition for certain of the remaining units. This resulted in an additional impairment of $1.1 million to reduce the book value of each unit to its estimated fair value.

In July 2013, as part of our continued emphasis on simplification and focus on our core business, we sold the entity that owned our product sales facility in the United Kingdom. As a result, we recorded impairment charges of $11.9 million during the year ended December 31, 2013.

The decrease in interest expense during the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to a decrease in letters of credit issued for performance guarantees.

In March 2012, our Venezuelan joint ventures sold their assets to PDVSA Gas. We received payments, including an annual charge, of $14.7 million and $19.0 million during the years ended December 31, 2014 and 2013, respectively. The remaining principal amount due to us of approximately $26 million as of December 31, 2014, is payable in quarterly cash installments through the first quarter of 2016. In January 2015, we received an installment payment, including an annual charge, of $5.0 million that was due to us in December 2014. Payments we receive from the sale will be recognized as equity in (income) loss of non-consolidated affiliates in our combined statements of operations in the periods such payments are received.

The change in other (income) expense, net, was primarily due to a $6.5 million loss recognized during the year ended December 31, 2014 on short-term investments related to the purchase of $24.3 million of Argentine government issued U.S. dollar denominated bonds using Argentine pesos and an increase of $5.8 million in foreign currency losses in the current year period. Foreign currency losses included translation losses of $3.6 million and $4.3 million during the years ended December 31, 2014 and 2013, respectively, related to the functional currency remeasurement of our foreign subsidiaries' U.S. dollar denominated intercompany obligations.

Income Taxes
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2014	2013	
Provision for income taxes	$ 77,833	$ 97,367	(20)%
Effective tax rate	49.5%	52.9%	(3.4)%

Our effective tax rate is affected by recurring items, such as tax rates in foreign jurisdictions and the relative amounts of income we earn, or losses we incur, in those jurisdictions. It is also affected by discrete items that may occur in any given year but are not consistent from year to year. In addition to net state income taxes, the following items had the most significant impact on the difference between our statutory U.S. federal income tax rate of 35.0% and our effective tax rate.

For the year ended December 31, 2014:

- A $31.3 million (19.9%) increase resulting primarily from foreign withholding taxes, decreases in available net operating losses mostly related to our subsidiaries in the Netherlands, and negative impacts of foreign currency devaluations in Argentina and Mexico. The increase includes a reduction resulting from rate differences between U.S. and non-U.S. jurisdictions primarily related to income we earned in Oman, Mexico and Thailand where the rates are 12.0%, 30.0% and 20.0%, respectively.

- A $7.9 million (5.0%) increase resulting from valuation allowances primarily recorded against deferred tax assets for net operating losses of our subsidiaries in Brazil, Italy and the

Netherlands. The increase includes a reduction in valuation allowances related to decreases in available net operating losses mostly related to our subsidiaries in the Netherlands.

- A $10.9 million (7.0%) reduction resulting from claiming foreign taxes as credits primarily for foreign withholding taxes. The foreign tax credits are available to offset future payments of U.S. federal income taxes.

- A $5.2 million (3.3%) reduction due to $14.7 million of nontaxable proceeds from sale of joint venture assets in Venezuela.

For the year ended December 31, 2013:

- A $28.5 million (15.5%) increase resulting primarily from foreign withholding taxes and negative impacts of foreign currency devaluations in Argentina.

- A $22.8 million (12.4%) increase resulting from valuation allowances primarily recorded against deferred tax assets for net operating losses of our subsidiaries in Brazil, Italy and the Netherlands.

- A $16.4 million (8.9%) reduction resulting from claiming foreign taxes as credits primarily for foreign withholding taxes. The foreign tax credits are available to offset future payments of U.S. federal income taxes.

- A $6.7 million (3.6%) reduction due to $19.0 million of nontaxable proceeds from sale of joint venture assets.

Discontinued Operations
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2014	2013	
Income from discontinued operations, net of tax	$ 73,198	$ 66,149	11%

Income from discontinued operations, net of tax, during the years ended December 31, 2014 and 2013 includes our operations in Venezuela that were expropriated in June 2009, including compensation for expropriation and costs associated with our arbitration proceeding, and results from our Canadian Operations.

As discussed in Note 3 to the Combined Financial Statements, in August 2012, our Venezuelan subsidiary sold its previously nationalized assets to PDVSA Gas. We received installment payments, including an annual charge, totaling $72.6 million and $69.3 million during the years ended December 31, 2014 and 2013, respectively. The remaining principal amount due to us of approximately $116 million as of December 31, 2014, is payable in quarterly cash installments through the third quarter of 2016. We have not recognized amounts payable to us by PDVSA Gas as a receivable and will therefore recognize quarterly payments received in the future as income from discontinued operations in the periods such payments are received. The proceeds from the sale of the assets are not subject to Venezuelan national taxes due to an exemption allowed under the Venezuelan Reserve Law applicable to expropriation settlements. In addition, and in connection with the sale, we and the Venezuelan government agreed to waive rights to assert certain claims against each other.

In June 2012, we committed to a plan to sell our Canadian Operations. In connection with the planned disposition, we recorded impairment charges totaling $6.4 million during the year ended December 31, 2013. As discussed in Note 3 to the Combined Financial Statements, in July 2013, we completed the sale of our Canadian Operations.

The Year Ended December 31, 2013 Compared to the Year Ended December 31, 2012

Contract Operations
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2013	2012	
Revenue	$ 476,016	$ 463,957	3%
Cost of sales (excluding depreciation and amortization expense)	196,944	184,608	7%
Gross margin	$ 279,072	$ 279,349	0%
Gross margin percentage	59%	60%	(1)%

The increase in revenue during the year ended December 31, 2013 compared to the year ended December 31, 2012 was primarily due to rate increases in Argentina and Indonesia that provided $32.7 million of additional revenue in 2013 and increases in revenue in Mexico and Bahrain of $17.7 million primarily due to contracts that commenced or were expanded in scope in 2012 and 2013. These increases were partially offset by a $37.1 million decrease in revenue in Brazil primarily as a result of the recognition of revenue with little incremental cost on terminated contracts during the prior year period. Gross margin (defined as revenue less cost of sales, excluding depreciation and amortization expense) percentage during the year ended December 31, 2013 compared to the year ended December 31, 2012 decreased due to the recognition of revenue on terminated contracts in Brazil during the year ended December 31, 2012 mentioned above, partially offset by the rate increases mentioned above. While our gross margin during the year end December 31, 2012 benefited from the recognition of revenue with little incremental cost on terminated contracts, our contract operations business is capital intensive, and as such, we did have additional incremental costs in the form of depreciation expense which is excluded from gross margin. Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP in "Selected Historical Combined Financial Data—Non-GAAP Financial Measures" of this information statement.

Aftermarket Services
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2013	2012	
Revenue	$ 160,672	$ 145,048	11%
Cost of sales (excluding depreciation and amortization expense)	120,344	107,858	12%
Gross margin	$ 40,328	$ 37,190	8%
Gross margin percentage	25%	26%	(1)%

The increase in revenue during the year ended December 31, 2013 compared to the year ended December 31, 2012 was due to increases in revenue in the Eastern Hemisphere and Latin America of $8.9 million and $6.7 million, respectively. Gross margin increased during the year ended December 31, 2013 compared to the year ended December 31, 2012 due to an increase in gross margin in Latin America, partially offset by lower gross margins on work performed in the Eastern Hemisphere during the year ended December 31, 2013.

Product Sales
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2013	2012	
Revenue	$ 1,778,785	$ 1,459,719	22%
Cost of sales (excluding depreciation and amortization expense)	1,514,669	1,291,652	17%
Gross margin	$ 264,116	$ 168,067	57%
Gross margin percentage	15%	12%	3%

The increase in revenue during the year ended December 31, 2013 compared to the year ended December 31, 2012 was due to higher revenue in the Eastern Hemisphere, North America and Latin America of $188.9 million, $81.2 million and $49.0 million, respectively. The increase in revenue in the Eastern Hemisphere was due to increases of $114.3 million, $38.9 million and $35.7 million in compressor revenue, production and processing equipment revenue and installation revenue, respectively. The increase in North America revenue was due to increases of $80.7 million and $88.4 million in installation revenue and production and processing equipment revenue, respectively, partially offset by an $87.9 million decrease in compressor revenue. The increase in Latin America revenue was primarily due to an increase in installation revenue of $54.4 million. The increases in gross margin and gross margin percentage were primarily caused by the revenue increase explained above, a reduction in operating expenses from the implementation of profitability improvement initiatives and improved pricing associated with projects in North America and the Eastern Hemisphere. These improvements in results were partially offset by cost overruns on three large turnkey projects during the year ended December 31, 2013 of approximately $53.0 million.

Costs and Expenses
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2013	2012	
Selling, general and administrative	$ 264,890	$ 269,812	(2)%
Depreciation and amortization	140,029	167,499	(16)%
Long-lived asset impairment	11,941	5,197	130%
Restructuring charges	—	3,892	(100)%
Interest expense	3,551	5,318	(33)%
Equity in income of non-consolidated affiliates	(19,000)	(51,483)	(63)%
Other (income) expense, net	(1,966)	5,638	(135)%

SG&A expense includes expense allocations for certain functions performed by Exterran Holdings, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology services performed by Exterran Holdings on a centralized basis that historically have not been recorded at the segment level. These costs were allocated to us systematically based on specific department function and revenue. Included in our SG&A expense during the years ended December 31, 2013 and 2012 were $62.6 million and $63.3 million, respectively, of corporate expenses incurred by Exterran Holdings. The actual costs we would have incurred if we had been a stand-alone public company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, such as information technology and infrastructure. The decrease in SG&A expense during the year ended December 31, 2013 compared to the year ended December 31, 2012 was primarily due to a $5.3 million decrease in bad debt expense.

SG&A as a percentage of revenue was 11% and 13% during the years ended December 31, 2013 and 2012, respectively.

Depreciation and amortization expense during the year ended December 31, 2013 compared to the year ended December 31, 2012 decreased primarily due to reduced depreciation expense on terminated contract operations projects in Brazil.

In July 2013, as part of our continued emphasis on simplification and focus on our core business, we sold the entity that owned our product sales facility in the United Kingdom. As a result, we recorded impairment charges of $11.9 million during the year ended December 31, 2013.

During the year ended December 31, 2012, as part of our continued emphasis on simplification and focus on our core businesses, we committed to a plan to dispose of certain offshore assets located in Trinidad. As a result, we performed an impairment review and recorded a $3.2 million asset impairment to reduce the book value of these assets to their estimated fair value. The fair value was estimated based on the expected net sale proceeds.

In 2012, we committed to a plan to sell the entity that owned our product sales facility in the United Kingdom. As a result, we recorded impairment charges of $1.5 million during the year ended December 31, 2012.

During the year ended December 31, 2012, we evaluated other long-lived assets for impairment and recorded long-lived asset impairments of $0.5 million on these assets.

In November 2011, we announced a workforce cost reduction program across all of our business segments as a first step in a broader overall profit improvement initiative. These actions were the result of a review of our cost structure aimed at identifying ways to reduce our ongoing operating costs and adjust the size of our workforce to be consistent with then current and expected activity levels. A significant portion of the workforce cost reduction program was completed in 2011, with the remainder completed in 2012. During the year ended December 31, 2012, we incurred $3.9 million of restructuring charges primarily related to termination benefits and consulting services.

The decrease in interest expense during the year ended December 31, 2013 compared to the year ended December 31, 2012 was primarily due to a decrease in letters of credit issued for performance guarantees.

In March 2012, our Venezuelan joint ventures sold their assets to PDVSA Gas. We received payments, including an annual charge, of $19.0 million and $51.7 million during the years ended December 31, 2013 and 2012, respectively. The remaining principal amount due to us is payable in quarterly cash installments through the first quarter of 2016. Payments we receive from the sale will be recognized as equity in (income) loss of non-consolidated affiliates in our combined statements of operations in the periods such payments are received.

The change in other (income) expense, net, during the year ended December 31, 2013 compared to the year ended December 31, 2012 was primarily due to a decrease of $5.2 million in foreign currency losses and a $2.8 million increase in gain on sale of property, plant and equipment. Foreign currency losses during the year ended December 31, 2013 and 2012 included translation losses of $4.3 million and $7.4 million, respectively, related to the functional currency remeasurement of our foreign subsidiaries' U.S. dollar denominated intercompany obligations.

Income Taxes
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2013	2012	
Provision for income taxes	$ 97,367	$ 26,226	271%
Effective tax rate	52.9%	33.3%	19.6%

Our effective tax rate is affected by recurring items, such as tax rates in foreign jurisdictions and the relative amounts of income we earn, or losses we incur, in those jurisdictions. It is also affected by discrete items that may occur in any given year but are not consistent from year to year. In addition to net state income taxes, the following items had the most significant impact on the difference between our statutory U.S. federal income tax rate of 35.0% and our effective tax rate.

For the year ended December 31, 2013:

- A $28.5 million (15.5%) increase resulting primarily from foreign withholding taxes and negative impacts of foreign currency devaluations in Argentina.
- A $22.8 million (12.4%) increase resulting from valuation allowances primarily recorded against deferred tax assets for net operating losses of our subsidiaries in Brazil, Italy and the Netherlands.
- A $16.4 million (8.9%) reduction resulting from claiming foreign taxes as credits primarily for foreign withholding taxes. The foreign tax credits are available to offset future payments of U.S. federal income taxes.
- A $6.7 million (3.6%) reduction due to $19.0 million of nontaxable proceeds from sale of joint venture assets in Venezuela.

For the year ended December 31, 2012:

- An $18.0 million (22.9%) reduction due to $51.7 million of nontaxable proceeds from sale of joint venture assets in Venezuela.
- A $9.9 million (12.6%) reduction resulting from claiming foreign taxes as credits primarily for foreign withholding taxes. The foreign tax credits are available to offset future payments of U.S. federal income taxes.
- A $14.6 million (18.6%) increase resulting primarily from foreign withholding taxes.
- A $14.6 million (18.6%) increase resulting from valuation allowances primarily recorded against deferred tax assets for net operating losses of our subsidiaries in Brazil, Kazakhstan and the Netherlands.

Discontinued Operations
(dollars in thousands)

	Years Ended December 31,		Increase (Decrease)
	2013	2012	
Income from discontinued operations, net of tax	$ 66,149	$ 66,843	(1)%

Income from discontinued operations, net of tax, during the years ended December 31, 2013 and 2012 includes our operations in Venezuela that were expropriated in June 2009, including compensation for expropriation and costs associated with our arbitration proceeding, and results from our Canadian Operations.

As discussed in Note 3 to the Combined Financial Statements, in June 2009, PDVSA assumed control over substantially all of our assets and operations in Venezuela. In August 2012, our Venezuelan subsidiary sold its previously nationalized assets to PDVSA Gas for a purchase price of approximately $441.7 million. We received an initial payment of $176.7 million in cash at closing, of which we remitted $50.0 million to repay the amount we collected in January 2010 under the terms of an insurance policy we maintained for the risk of expropriation. We received installment payments, including an annual charge, totaling $69.3 million and $16.8 million during the years ended December 31, 2013 and 2012, respectively. The remaining principal amount due to us is payable in quarterly cash installments through the third quarter of 2016. We have not recognized amounts payable to us by PDVSA Gas as a receivable and will therefore recognize quarterly payments received in the future as income from discontinued operations in the periods such payments are received. We therefore recorded a reduction in previously unrecognized tax benefits, resulting in a $15.5 million benefit reflected in income (loss) from discontinued operations, net of tax, in our combined statements of operations during the year ended December 31, 2012.

In June 2012, we committed to a plan to sell our Canadian Operations. In connection with the planned disposition, we recorded impairment charges totaling $6.4 million and $80.2 million during the years ended December 31, 2013 and 2012, respectively. As discussed in Note 3 to the Combined Financial Statements, in July 2013, we completed the sale of our Canadian Operations.

Liquidity and Capital Resources

Our unrestricted cash balance was $51.5 million at March 31, 2015 compared to $39.4 million at December 31, 2014. Working capital increased to $544.3 million at March 31, 2015 from $481.6 million at December 31, 2014. The increase in working capital was primarily due to a decrease in accrued liabilities, an increase in inventory, a decrease in accounts payable and an increase in cash, partially offset by a decrease in accounts receivable. The decrease in accrued liabilities was primarily due to a decrease in accrued compensation benefits. The increase in inventory was primarily driven by an increase in work in progress in North America. The decrease in accounts payable was primarily caused by the timing of payments to vendors in North America. The decrease in accounts receivable was primarily driven by the timing of payments received from customers in North America and Mexico during the current year period.

Our cash flows from operating, investing and financing activities, as reflected in the condensed combined statements of cash flows, are summarized in the table below (in thousands):

	Three Months Ended March 31,	
	2015	2014
Net cash provided by (used in) continuing operations:		
Operating activities	$ 22,079	$ (6,237)
Investing activities	(31,943)	(13,756)
Financing activities	3,414	32,509
Effect of exchange rate changes on cash and cash equivalents	(231)	(4,409)
Discontinued operations	18,770	17,708
Net change in cash and cash equivalents	$ 12,089	$ 25,815

Operating Activities. The increase in net cash provided by operating activities during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was primarily due to lower current period increases in working capital. Working capital changes during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 were primarily driven by an increase of $12.3 million in costs and estimated earnings versus billings on uncompleted contracts

during the three months ended March 31, 2015 compared to a decrease of $44.3 million in costs and estimated earnings versus billings on uncompleted contracts during the three months ended March 31, 2014.

Investing Activities. The increase in net cash used in investing activities during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was primarily attributable to a $14.1 million increase in capital expenditures and a $4.4 million decrease in proceeds from sale of property, plant and equipment.

Financing Activities. The decrease in net cash provided by financing activities during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was attributable to a $29.1 million decrease in net contributions from parent. The decrease in net contributions from parent was primarily due to an increase in cash provided by operating activities during the three months ended March 31, 2015 as compared to the three months ended March 31, 2014. After the completion of the spin-off, we do not expect to continue receiving contributions from parent.

Discontinued Operations. The increase in net cash provided by discontinued operations during the three months ended March 31, 2015 compared to the three months ended March 31, 2014 was attributable to a $0.9 million increase in proceeds received from the sale of our Venezuelan subsidiary's assets to PDVSA Gas.

Our unrestricted cash balance was $39.4 million at December 31, 2014 compared to $35.2 million at December 31, 2013. Working capital increased to $481.6 million at December 31, 2014 from $372.2 million at December 31, 2013. The increase in working capital was primarily due to an increase in accounts receivable, a decrease in accrued liabilities, a decrease in deferred revenue, an increase in current deferred income taxes and a decrease in billings on uncompleted contracts in excess of costs and estimated earnings, partially offset an increase in accounts payable. The increase in accounts receivable was primarily due to increased activity on contract operations projects in Mexico in the current year period and the timing of billings on product sales projects in North America and Singapore, partially offset by a payment received during the year ended December 31, 2014 relating to a rate adjustment in Argentina that was outstanding as of December 31, 2013. The decrease in accrued liabilities was primarily due to a decrease in accrued income and other taxes.

Our cash flows from operating, investing and financing activities, as reflected in the combined statements of cash flows, are summarized in the table below (in thousands):

	Years Ended December 31,	
	2014	2013
Net cash provided by (used in) continuing operations:		
Operating activities	$ 145,098	$ 164,420
Investing activities	(129,787)	(59,917)
Financing activities	(79,273)	(182,685)
Effect of exchange rate changes on cash and cash equivalents	(3,925)	(1,487)
Discontinued operations	72,054	80,696
Net change in cash and cash equivalents	$ 4,167	$ 1,027

Operating Activities. The decrease in net cash provided by operating activities during the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to higher current period increases in working capital and a decrease in gross margin in our product sales segment, partially offset by an increase in gross margin in our contract operations segment.

Investing Activities. The increase in net cash used in investing activities during the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily attributable to a $57.7 million increase in capital expenditures and a $9.0 million decrease in proceeds from sale of property, plant and equipment.

Financing Activities. The decrease in net cash used in financing activities during the year ended December 31, 2014 compared to the year ended December 31, 2013 was attributable to a $103.4 million decrease in net distributions to parent. The decrease in net distributions to parent was primarily due to an increase in cash used in investing activities and a decrease in cash provided by operating activities in the year ended December 31, 2014 as compared to the year ended December 31, 2013. After the completion of the spin-off, we do not expect to continue making distributions to parent.

Discontinued Operations. The decrease in net cash provided by discontinued operations during the year ended December 31, 2014 compared to year ended December 31, 2013 was primarily attributable to proceeds of $12.3 million received from the sale of our Canadian Operations during the year ended December 31, 2013, partially offset by a $3.3 million increase in proceeds received from the sale of our Venezuelan subsidiary's assets to PDVSA Gas in the current year.

Capital Requirements. Our contract operations business is capital intensive, requiring significant investment to maintain and upgrade existing operations. Our capital spending is primarily dependent on the demand for our contract operations services and the availability of the type of equipment required for us to render those contract operations services to our customers. Our capital requirements have consisted primarily of, and we anticipate will continue to consist of, the following:

- growth capital expenditures, which are made to expand or to replace partially or fully depreciated assets or to expand the operating capacity or revenue generating capabilities of existing or new assets, whether through construction, acquisition or modification; and

- maintenance capital expenditures, which are made to maintain the existing operating capacity of our assets and related cash flows further extending the useful lives of the assets.

The majority of our growth capital expenditures are related to the acquisition cost of new compressor units and processing and treating equipment that we add to our fleet and installation costs on integrated projects. In addition, growth capital expenditures can also include the upgrading of major components on an existing compressor unit where the current configuration of the compressor unit is no longer in demand and the compressor is not likely to return to an operating status without the capital expenditures. These latter expenditures substantially modify the operating parameters of the compressor unit such that it can be used in applications for which it previously was not suited. Maintenance capital expenditures are related to major overhauls of significant components of a compressor unit, such as the engine, compressor and cooler, that return the components to a like new condition, but do not modify the applications for which the compressor unit was designed.

Growth capital expenditures were $97.9 million, $36.5 million and $107.7 million during the years ended December 31, 2014, 2013 and 2012, respectively. The increase in growth capital expenditures during the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to an increase in investment in new compression equipment in Latin America and an increase in installation expenditures on integrated projects in Brazil and Mexico. The decrease in growth capital expenditures during the year ended December 31, 2013 compared to the year ended December 31, 2012 was primarily due to decreases in installation expenditures on integrated projects in the Eastern Hemisphere and Latin America and a decrease in expenditures to upgrade major components on existing compressor units in Mexico.

Maintenance capital expenditures were $24.4 million, $21.6 million and $22.5 million in the years ended December 31, 2014, 2013 and 2012, respectively. Maintenance capital expenditures remained

relatively flat primarily as a result of routine scheduled overhaul activities. We intend to grow our business both organically and through acquisitions. If we are successful in growing our business in the future, we would expect our maintenance capital expenditures to increase over the long term.

We generally invest funds necessary to fabricate contract operations fleet additions when our idle equipment cannot be reconfigured to economically fulfill a project's requirements and the new equipment expenditure is expected to generate economic returns over its expected useful life that exceeds our targeted return on capital. We currently plan to spend approximately $205 million to $235 million in capital expenditures during 2015, including (1) approximately $130 million to $150 million on contract operations growth capital expenditures and (2) approximately $25 million to $35 million on equipment maintenance capital related to our contract operations business.

Historically, we have financed capital expenditures primarily with net cash provided by operating activities. Our ability to access the capital markets may be restricted at a time when we would like, or need, to do so, which could have an adverse impact on our ability to maintain our operations and to grow. Inability to borrow additional amounts from capital markets could limit our ability to fund our future growth and operations. Based on current market conditions, we expect that net cash provided by operating activities and borrowings available under our new credit facility will be sufficient to finance our operating expenditures and capital expenditures through December 31, 2015; however, to the extent it is not, we may seek additional debt financing. In connection with the spin-off, we expect to incur approximately $ million in indebtedness in the form of newly issued debt securities, the entry into a new credit facility and the other debt arrangements. At or prior to the spin-off, we intend to transfer $ million of the proceeds from these debt arrangements to Exterran Holdings to allow Exterran Holdings to repay certain of its existing indebtedness. Immediately after the transfer to Exterran Holdings, we expect to have available borrowing capacity of $ million under our credit facility.

Of our unrestricted cash balance at March 31, 2015 of $51.5 million, $49.2 million was held by our foreign subsidiaries. We have not provided for U.S. federal income taxes on indefinitely (or permanently) reinvested cumulative earnings of approximately $662.7 million generated by our non-U.S. subsidiaries. Those earnings are from ongoing operations and will be used to fund international growth. In the event of a distribution of those earnings to the U.S. in the form of dividends, we may be subject to both foreign withholding taxes and U.S. federal income taxes net of allowable foreign tax credits. We do not believe that the cash held by our foreign subsidiaries has an adverse impact on our liquidity because we expect that the cash we generate in the U.S. and the anticipated available borrowing capacity under our credit facility, as well as the repayment of intercompany liabilities from our foreign subsidiaries, will be sufficient to fund the cash needs of our U.S. operations for the foreseeable future.

Argentina's current regulations restrict foreign exchange, including exchanging Argentine pesos for U.S. dollars in certain cases, and we are unable to freely repatriate cash from Argentina. Therefore, the cash flow from our operations in Argentina may not be a reliable source of funding for our operations outside of Argentina, which could limit our ability to grow. Restrictions on our ability to exchange Argentine pesos for U.S. dollars subject us to risk of currency devaluation on future earnings in Argentina. During 2014, we used Argentine pesos to purchase certain short-term investments in Argentine government issued U.S. dollar denominated bonds. The effective peso to U.S. dollar exchange rate embedded in the purchase price of $24.3 million of bonds resulted in our recognition of a loss during the year ended December 31, 2014 of $6.5 million, which is included in other (income) expense, net, in our combined statements of operations. In future periods, we may seek to use Argentine pesos to purchase certain short-term investments in Argentine government issued U.S. dollar denominated bonds, which may result in transaction losses due to the effective peso to U.S. dollar exchange rate embedded in the purchase price of such bonds. As of March 31, 2015 and December 31, 2014, $23.1 million and $16.0 million, respectively, of our cash was in Argentina.

Debt Arrangements. In connection with the spin-off, we anticipate that we, or one of our expected wholly owned subsidiaries, will issue debt securities and enter into a credit facility and other financing arrangements in an amount sufficient to allow Archrock to repay its outstanding debt in whole or in part.

Contractual Obligations. The following table summarizes our cash contractual obligations as of December 31, 2014 and the effect such obligations are expected to have on our liquidity and cash flow in future periods (in thousands):

	Total	2015	2016 - 2017	2018 - 2019	Thereafter
Purchase commitments	$ 506,394	$ 505,878	$ 516	$ —	$ —
Capital leases	1,107	—	463	468	176
Facilities and other operating leases	39,477	8,402	10,993	4,777	15,305
Total contractual obligations	$ 546,978	$ 514,280	$ 11,972	$ 5,245	$ 15,481

At December 31, 2014, $8.4 million of unrecognized tax benefits (including discontinued operations) have been recorded as liabilities in accordance with the accounting standard for income taxes related to uncertain tax positions and we are uncertain as to if or when such amounts may be settled. Related to these unrecognized tax benefits, we have also recorded a liability for potential penalties and interest (including discontinued operations) of $3.2 million.

Off-Balance Sheet Arrangements

Borrowings under Exterran Holdings' $900.0 million senior secured revolving credit facility due in July 2016 are guaranteed by certain of our and Exterran Holdings' domestic subsidiaries. Our guarantees of borrowings under the existing credit facility are secured by substantially all of the personal property assets and certain real property assets of our Significant Domestic Subsidiaries (as defined in the credit agreement) and 65% of the equity interests in certain of our first-tier foreign subsidiaries. As of March 31, 2015, Exterran Holdings had $454.7 million in outstanding borrowings under the existing credit facility.

All of our existing subsidiaries that guarantee indebtedness under the existing credit facility also guarantee Exterran Holdings' $350.0 million aggregate principal amount of 7.25% senior notes due December 2018 (the "7.25% Notes"). Our guarantees of the 7.25% Notes are on a senior unsecured basis, rank equally in right of payment with all of Exterran Holdings' other senior obligations and are effectively subordinated to all of Exterran Holdings' existing and future secured debt to the extent of the value of the collateral securing such indebtedness. As of March 31, 2015, Exterran Holdings had $350.0 million in outstanding borrowings under the 7.25% Notes. We are liable in the event Exterran Holdings defaults in its payment obligations or fails to comply with the covenants under the debt agreements or upon the occurrence of specified events contained in the debt agreements, including the event of bankruptcy or insolvency of Exterran Holdings. As of March 31, 2015 and December 31, 2014, no liabilities relating to such guarantees have been reflected in our combined balance sheets. We expect to be released from our obligations under such guarantees prior to or at the completion of the spin-off.

Effects of Inflation

Our revenues and results of operations have not been materially impacted by inflation in the past three fiscal years.

Critical Accounting Estimates

This discussion and analysis of our financial condition and results of operations is based upon the Combined Financial Statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates and accounting policies, including those related to bad debt, inventories, fixed assets, investments, intangible assets, income taxes, revenue recognition and contingencies and litigation. We base our estimates on historical experience and on other assumptions that we believe are reasonable under the circumstances. The results of this process form the basis of our judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions, and these differences can be material to our financial condition, results of operations and liquidity. We describe our significant accounting policies more fully in Note 2 to our Combined Financial Statements.

Allowances and Reserves

We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. The determination of the collectability of amounts due from our customers requires us to use estimates and make judgments regarding future events and trends, including monitoring our customers' payment history and current creditworthiness to determine that collectability is reasonably assured, as well as consideration of the overall business climate in which our customers operate. Inherently, these uncertainties require us to make judgments and estimates regarding our customers' ability to pay amounts due to us in order to determine the appropriate amount of valuation allowances required for doubtful accounts. We review the adequacy of our allowance for doubtful accounts quarterly. We determine the allowance needed based on historical write-off experience and by evaluating significant balances aged greater than 90 days individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. During the years ended December 31, 2014, 2013 and 2012, we recorded bad debt expense of $0.6 million, $2.3 million and $7.6 million, respectively. During the three months ended March 31, 2015 and 2014, we recorded bad debt expense of $0.3 million and $0.7 million, respectively. A five percent change in the allowance for doubtful accounts would have had an impact on income before income taxes of approximately $0.1 million during the three months ended March 31, 2015.

Inventory is a significant component of current assets and is stated at the lower of cost or market. This requires us to record provisions and maintain reserves for excess, slow moving and obsolete inventory. To determine these reserve amounts, we regularly review inventory quantities on hand and compare them to estimates of future product demand, market conditions and production requirements. These estimates and forecasts inherently include uncertainties and require us to make judgments regarding potential outcomes. During 2014, 2013 and 2012, we recorded $3.2 million, $0.6 million and $0.6 million, respectively, in inventory write-downs and reserves for inventory which was obsolete, excess or carried at a price above market value. During the three months ended March 31, 2015 and 2014, we recorded $1.4 million and less than $0.1 million, respectively, in inventory write-downs and reserves for inventory which was obsolete, excess or carried at a price above market value. Significant or unanticipated changes to our estimates and forecasts could impact the amount and timing of any additional provisions for excess or obsolete inventory that may be required. A five percent change in this inventory reserve balance would have had an impact on income before income taxes of approximately $0.5 million during the three months ended March 31, 2015.

Depreciation

Property, plant and equipment are carried at cost. Depreciation for financial reporting purposes is computed on the straight-line basis using estimated useful lives and salvage values, including idle assets in our active fleet. The assumptions and judgments we use in determining the estimated useful lives and salvage values of our property, plant and equipment reflect both historical experience and expectations regarding future use of our assets. The use of different estimates, assumptions and judgments in the establishment of property, plant and equipment accounting policies, especially those involving their useful lives, would likely result in significantly different net book values of our assets and results of operations.

Long-Lived Assets

We review long-lived assets, including property, plant and equipment and identifiable intangibles that are being amortized, for impairment whenever events or changes in circumstances, including the removal of compressor units from our active fleet, indicate that the carrying amount of an asset may not be recoverable. Compressor units in our active fleet that are idle as of March 31, 2015 comprise approximately 279,000 horsepower with a net book value of approximately $80.2 million. The determination that the carrying amount of an asset may not be recoverable requires us to make judgments regarding long-term forecasts of future revenue and costs related to the assets subject to review. Specifically for idle compression units that are removed from the active fleet and that will be sold to third-parties as working compression units, significant assumptions include forecasted sale prices based on future market conditions and demand, forecasted cost to maintain the assets until sold and the forecasted length of time necessary to sell the assets. These forecasts are uncertain as they require significant assumptions about future market conditions. Significant and unanticipated changes to these assumptions could require a provision for impairment in a future period. Given the nature of these evaluations and their application to specific assets and specific times, it is not possible to reasonably quantify the impact of changes in these assumptions. An impairment loss exists when estimated undiscounted cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. When necessary, an impairment loss is recognized and represents the excess of the asset's carrying value as compared to its estimated fair value and is charged to the period in which the impairment occurred.

Income Taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We operate in approximately 30 countries and, as a result, are subject to income taxes in both the U.S. and numerous foreign jurisdictions. In preparing our combined financial statements, we have determined our tax provision on a separate return, stand-alone basis. In the U.S., our operations have been historically included in Exterran Holdings' income tax returns. Differences between Exterran Holdings' U.S. separate income tax returns and cash flows attributable to income taxes for our U.S. operations have been recognized as distributions to, or contributions from, parent within parent equity. Significant judgments and estimates are required in determining combined income tax expense.

Deferred income taxes arise from temporary differences between the financial statements and tax basis of assets and liabilities. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax-planning strategies, and results of recent operations. In projecting future taxable income, we begin with historical results adjusted for the results of discontinued operations and changes in accounting policies and incorporate assumptions including the amount of future U.S. federal, state and foreign pretax operating income, the reversal of temporary differences and the implementation of feasible and prudent tax-planning

strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage the underlying businesses. In evaluating the objective evidence that historical results provide, we consider three years of cumulative operating income (loss).

Changes in tax laws and rates could also affect recorded deferred tax assets and liabilities in the future. Management is not aware of any such changes that would have a material effect on the Company's financial position, results of operations or cash flows. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations in a multitude of jurisdictions across our global operations.

The accounting standard for income taxes provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, on the basis of the technical merits. In addition, guidance is provided on measurement, derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. We adjust these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which new information is available.

We consider the earnings of certain non-U.S. subsidiaries to be indefinitely invested outside the U.S. on the basis of estimates that future domestic cash generation will be sufficient to meet future domestic cash needs. We have not recorded a deferred tax liability related to these unremitted foreign earnings as it is not practicable to estimate the amount of unrecognized deferred tax liabilities. Should we decide to repatriate any unremitted foreign earnings, we would have to adjust the income tax provision in the period we determined that such earnings will no longer be indefinitely invested outside the U.S.

Revenue Recognition—Percentage-of-Completion Accounting

We recognize revenue and profit for our product sales operations as work progresses on long-term contracts using the percentage-of-completion method when the applicable criteria are met, which relies on estimates of total expected contract revenue and costs. We follow this method because reasonably dependable estimates of the revenue and costs applicable to various stages of a contract can be made and because the product sales projects usually last several months. Recognized revenues and profit are subject to revisions as the contract progresses to completion. Revisions in profit estimates are charged to income in the period in which the facts that give rise to the revision become known. The typical duration of these projects is three to 24 months. Due to the long-term nature of some of our jobs, developing the estimates of cost often requires significant judgment.

We estimate percentage-of-completion for compressor and accessory product sales on a direct labor hour to total labor hour basis. This calculation requires management to estimate the number of total labor hours required for each project and to estimate the profit expected on the project. Production and processing equipment product sales percentage-of-completion is estimated using the direct labor hour to total labor hour basis and the cost to total cost basis. The cost to total cost basis requires us to estimate the amount of total costs (labor and materials) required to complete each project. Because we have many product sales projects in process at any given time, we do not believe that materially different results would be achieved if different estimates, assumptions or conditions were used for any single project.

Factors that must be considered in estimating the work to be completed and ultimate profit include labor productivity and availability, the nature and complexity of work to be performed, the

impact of change orders, availability of raw materials and the impact of delayed performance. If the aggregate combined cost estimates for uncompleted contracts that are recognized using the percentage-of-completion method in our product sales businesses had been higher or lower by 1% during the three months ended March 31, 2015 and the year ended December 31, 2014, our income before income taxes would have decreased or increased by approximately $7.5 million and $8.1 million, respectively. As of March 31, 2015 and December 31, 2014, we had recognized approximately $121.7 million and $134.6 million, respectively, in estimated earnings on uncompleted contracts.

Contingencies and Litigation

We are substantially self-insured for workers' compensation, employer's liability, property, auto liability, general liability and employee group health claims in view of the relatively high per-incident deductibles we absorb under our insurance arrangements for these risks. In addition, we currently have a minimal amount of insurance on our offshore assets. Losses up to deductible amounts are estimated and accrued based upon known facts, historical trends and industry averages. We review these estimates quarterly and believe such accruals to be adequate. However, insurance liabilities are difficult to estimate due to unknown factors, including the severity of an injury, the determination of our liability in proportion to other parties, the timeliness of reporting of occurrences, ongoing treatment or loss mitigation, general trends in litigation recovery outcomes and the effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and would be recorded in the period in which the difference becomes known. As of March 31, 2015 and December 31, 2014, we had recorded approximately $2.7 million in insurance claim reserves.

In the ordinary course of business, we are involved in various pending or threatened legal actions. While we are unable to predict the ultimate outcome of these actions, the accounting standard for contingencies requires management to make judgments about future events that are inherently uncertain. We are required to record (and have recorded) a loss during any period in which we believe a contingency is probable and can be reasonably estimated. In making determinations of likely outcomes of pending or threatened legal matters, we consider the evaluation of counsel knowledgeable about each matter.

The impact of an uncertain tax position taken or expected to be taken on an income tax return must be recognized in the financial statements at the largest amount that is more likely than not to be sustained upon examination by the relevant taxing authority. We regularly assess and, if required, establish accruals for income tax as well as non-income tax contingencies pursuant to the applicable accounting standards that could result from assessments of additional tax by taxing jurisdictions in countries where we operate. Tax contingencies are subject to a significant amount of judgment and are reviewed and adjusted on a quarterly basis in light of changing facts and circumstances considering the outcome expected by management. As of March 31, 2015 and December 31, 2014, we had recorded approximately $11.9 million and $13.0 million, respectively, of accruals for tax contingencies (including penalties and interest and discontinued operations). Of these amounts, $10.5 million and $11.6 million, respectively, are accrued for income taxes and $1.4 million are accrued for non-income based taxes. If our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and would be recorded in the period in which the difference becomes known.

Recent Accounting Pronouncements

See Note 17 to the Combined Financial Statements.

Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks primarily associated with changes in foreign currency exchange rates. We have significant international operations. The net assets and liabilities of these operations are exposed to changes in currency exchange rates. These operations may also have net assets and liabilities not denominated in their functional currency, which exposes us to changes in foreign currency exchange rates that impact income. We recorded a foreign currency loss in our condensed combined statements of operations of $10.0 million and $0.6 million during the three months ended March 31, 2015 and 2014, respectively. Our foreign currency gains and losses are primarily due to exchange rate fluctuations related to monetary asset balances denominated in currencies other than the functional currency, including foreign currency exchange rate changes recorded on intercompany obligations. Changes in exchange rates may create gains or losses in future periods to the extent we maintain net assets and liabilities not denominated in the functional currency.

Argentina's current regulations restrict foreign exchange, including exchanging Argentine pesos for U.S. dollars in certain cases, and we are unable to freely repatriate cash from Argentina. Therefore, the cash flow from our operations in Argentina may not be a reliable source of funding for our operations outside of Argentina, which could limit our ability to grow. Restrictions on our ability to exchange Argentine pesos for U.S. dollars subject us to risk of currency devaluation on future earnings in Argentina. During 2014, we used Argentine pesos to purchase certain short-term investments in Argentine government issued U.S. dollar denominated bonds. The effective peso to U.S. dollar exchange rate embedded in the purchase price of $24.3 million of bonds resulted in our recognition of a loss during the year ended December 31, 2014 of $6.5 million, which is included in other (income) expense, net, in our combined statements of operations. In future periods, we may seek to use Argentine pesos to purchase certain short-term investments in Argentine government issued U.S. dollar denominated bonds, which may result in transaction losses due to the effective peso to U.S. dollar exchange rate embedded in the purchase price of such bonds. As of March 31, 2015 and December 31, 2014, $23.1 million and $16.0 million, respectively, of our cash was in Argentina.

BUSINESS

Our Company

We are currently a wholly owned subsidiary of Exterran Holdings, Inc. In connection with the spin-off, Exterran Holdings, Inc. will change its name to "Archrock, Inc." Following the completion of our spin-off from Exterran Holdings, we will be an independent, publicly traded company operating under the name "Exterran Corporation," and we will own the assets and liabilities associated with Exterran Holdings' international services and global fabrication businesses. We refer to the global fabrication business currently operated by Exterran Holdings as our product sales business. Archrock will not retain any ownership interest in our company.

We are a market leader in the provision of compression, production and processing products and services that support the production and transportation of oil and natural gas throughout the world. We provide these products and services to a global customer base consisting of companies engaged in all aspects of the oil and natural gas industry, including large integrated oil and natural gas companies, national oil and natural gas companies, independent oil and natural gas producers and oil and natural gas processors, gatherers and pipeline operators. We report our results of operations in the following three reporting business segments: contract operations, aftermarket services and product sales.

In our contract operations business, which accounted for 23% of our revenue and 52% of our gross margin in 2014, we own and operate natural gas compression equipment and crude oil and natural gas production and processing equipment on behalf of our customers outside of the United States. These services can include engineering, design, procurement, on-site construction and operation of natural gas compression and crude oil or natural gas production and processing facilities for our customers. Our contract operations business is underpinned by long-term commercial contracts with large customers, including several national oil and natural gas companies, which we believe provides us with relatively stable cash flows due to our exposure to the production phase of oil and gas development, compared to drilling and completion related energy services and product providers. We believe our contract operations services generally allow our customers that outsource their compression or production and processing needs to achieve higher production rates than they would achieve with their own operations, resulting in increased revenue for our customers. In addition, outsourcing allows our customers flexibility for their compression and production and processing needs while limiting their capital requirements. These contracts generally involve initial terms ranging from three to five years, and in some cases in excess of 10 years. In many instances, we are able to renew those contracts prior to the expiration of the initial term; in some cases, we may sell the underlying assets to our customers pursuant to purchase options.

In our aftermarket services business, which accounted for 7% of our revenue and 7% of our gross margin in 2014, we provide operations, maintenance, overhaul and reconfiguration services outside of the United States to support our customers who own their own compression, production, processing, treating and related equipment. Our services range from routine maintenance services and parts sales to the full operation and maintenance of customer-owned assets. We both seek to couple aftermarket services with our product sales business to provide ongoing services to customers who buy equipment from us and to sell those services to customers who have bought equipment from other companies.

In our product sales business, which accounted for approximately 70% of our revenue and 41% of our gross margin in 2014, we design, engineer, manufacture, install and sell natural gas compression packages as well as equipment used in the production, treating and processing of crude oil and natural gas to customers both in the United States and internationally. We also design, engineer, manufacture and install this equipment for use in our contract operations business. In addition, we combine our products into an integrated solution that we design, engineer, procure and, in certain cases, construct on-site for sale to our customers. We believe the expansive range of products we sell through our global platform enables us to take advantage of the ongoing, worldwide energy infrastructure build-out.

Competitive Strengths

We believe the following key competitive strengths will allow us to create shareholder value:

Global platform and expansive service and product offerings poised to capitalize on the global energy infrastructure build-out. Despite the recent decline in oil and natural gas prices and the potential adverse, short-term impact on demand for our services and products, we expect that global oil and natural gas infrastructure will continue to be built out and provide us with opportunities for growth as we believe our international customer base continues to focus on longer-term fundamentals that are less tied to near-term commodity prices. We believe our size, geographic scope and broad customer base provide us with a unique advantage in meeting our customers' needs, particularly with regard to large-scale project construction and development, which will allow us to capture those growth opportunities. We provide our customers a broad variety of products and services in approximately 30 countries worldwide, including outsourced compression, production and processing services, as well as the sale of a large portfolio of natural gas compression and oil and natural gas production and processing equipment and installation services. We believe our contract operations services generally allow our customers that outsource their compression or production and processing needs to achieve higher production rates than they would achieve with their own operations, resulting in increased revenue for our customers. In addition, outsourcing allows our customers flexibility for their compression and production and processing needs while limiting their capital requirements. By offering a broad range of services and products that leverage our core strengths, we believe we provide unique integrated solutions that meet our customers' needs. We believe the breadth and quality of our products and services, the depth of our customer relationships and our presence in many major oil and natural gas-producing regions place us in a position to capture additional business on a global basis.

High-quality products and services. We have built a network of high-quality energy infrastructure assets that are strategically deployed across our global platform. Through our history of operating a wide variety of products in many energy-producing markets around the world, we have developed the technical expertise and experience required to understand the needs of our customers and meet those needs through a range of products and services. These products and services include both highly customized compression, production and processing solutions as well as standard products based on our expertise, in support of a range of projects, from those requiring quick completion to those that may take several years to fully develop. Additionally, this experience has allowed us to develop efficient systems and processes and a skilled workforce that allow us to provide high-quality services throughout international markets. We utilize this technical expertise and long history of developing and operating projects for our customers to continually improve our products and services, which enables us to provide our customers with high-quality, comprehensive oil and natural gas infrastructure support worldwide.

Complementary businesses enable us to offer customers integrated infrastructure solutions. We aim to provide our customers with a single source to meet their energy infrastructure needs, and we believe we have the ability to serve our customers' changing needs in a variety of ways. For customers that seek to limit capital spending on energy infrastructure projects, we offer our full operations services through our contract operations business. Alternatively, for customers that prefer to develop and acquire their own infrastructure assets, we are able to sell equipment and facilities for their operation. In addition, in those cases, we can also provide operations, maintenance, overhaul and reconfiguration services following the sale through our aftermarket services business. Finally, we also provide aftermarket services to customers that own compression, production, processing and treating equipment that was not purchased from us. Because of the breadth of our products and our ability to deliver those products through our different delivery models, we believe we are able to provide the solution that is most suitable to our customers in the markets in which they operate. We believe this ability to provide

our customers with a variety of products and services provides us with greater stability, as we are able to adjust the products and services we provide to reflect our customers' changing needs.

Cash flows from contract operations business supported by long-term contracts with diverse customer base. We provide contract operations services to customers located in approximately 15 countries. Within our contract operations business, we seek to enter into long-term contracts with a diverse collection of customers, including large integrated oil and natural gas companies and national energy companies. These contracts generally involve initial terms ranging from three to five years, and in some cases can be in excess of 10 years, and typically require our customers to pay our monthly service fee even during periods of limited or disrupted natural gas flows. In addition, our large, international customer base provides a diversified revenue stream, which we believe reduces customer and geographic concentration risk. Furthermore, our customer base includes several companies that are among the largest and most well-known companies within their respective regions throughout our global platform.

Experienced management team. We have an experienced and skilled management team with a long track record of driving growth through organic expansion and selective acquisitions. The members of our management team have strong relationships in the oil and gas industry and have operated through numerous commodity price cycles throughout our areas of operations. Members of our management team have spent a significant portion of their respective careers at highly regarded energy and manufacturing companies, such as Exterran Holdings, and have accumulated an average of over 25 years of industry experience.

Well-balanced capital structure with sufficient liquidity. We intend to maintain a capital structure with an appropriate amount of leverage and the financial flexibility to invest in our operations and pursue attractive growth opportunities that we believe will increase the overall earnings and cash flow generated by our business. As of March 31, 2015, on a pro forma basis after giving effect to the spin-off, we would have had access to $ million of available borrowings under our debt agreements. In addition, as of March 31, 2015, we would have had approximately $51.5 million of cash and cash equivalents on hand on a pro forma basis.

Business Strategies

We intend to continue to capitalize on our competitive strengths to meet our customers' needs through the following key strategies:

Strategically grow our business to generate attractive returns to our shareholders. Our primary strategic focus involves the growth of our business through expanding our product and services offerings and growing our customer base, as well as targeting redevelopment opportunities in the U.S. energy market and expansions into new international markets benefiting from the global energy infrastructure build-out. Our diverse product and service portfolio allows us to readily respond to changes in industry and economic conditions. We believe our global footprint allows us to provide the prompt product availability our customers require, and we can construct projects in new locations as needed to meet customer demand. We have the ability to readily deploy our capital to construct new or supplemental projects that we build, own and operate on behalf of our customers through our contract operations business. In addition, we seek to provide our customers with integrated infrastructure solutions by combining product and service offerings across our businesses. As an independent company, we plan to supplement our organic growth with select acquisitions in key markets to further enhance our geographic reach, product offerings and other capabilities. We believe acquisitions of this nature will allow us to generate incremental revenues from existing and new customers and obtain greater market share.

Expand customer base and deepen relationships with existing customers. We believe the uniquely broad range of services we offer, the quality of our products and services and our diverse geographic footprint positions us well to attract new customers and cross-sell our products and services to existing customers. In addition, we have a long history of providing the products and services we offer to our customers, which we couple with the technical expertise of our experienced engineering personnel to understand and meet our customers' needs, particularly as those needs develop and change over time. We intend to devote significant business development resources to market our products and services, leverage existing relationships and expedite our growth potential. We also seek to provide supplemental projects and services to our customers as their needs evolve over time. Finally, we expect to be able to offer certain of our products, including fabricated compressors, to prospective customers that are competitors of Archrock, which increases our prospective customer base and provides us with the opportunity to diversify our revenue sources.

Continue our industry-leading safety performance. Because of our emphasis on training and safety protocols for our employees, we have delivered industry-leading safety performance, which has resulted in our achieving a strong reputation for safety. We believe this safety performance and reputation helps us to attract and retain customers and employees. We have adopted rigorous processes and procedures to facilitate our compliance with safety regulations and policies. We work diligently to meet or exceed applicable safety regulations, and we intend to continue to focus on our safety monitoring function as our business grows and operating conditions change.

Continue to optimize our global platform, products and services and enhance our profitability. We regularly review and evaluate the quality of our operations, products and services. This process includes customer review programs to assess the quality of our performance. In addition, we intend to use our global platform to reach a wide variety of customers, which we believe can enable us to achieve cost savings in our operations. We believe our ongoing focus on improving the quality of our operations, products and services results in greater satisfaction among our customers, which we believe results in greater profitability and value for our shareholders.

Our Businesses

We conduct our operations through three businesses: contract operations, aftermarket services and product sales. For financial data relating to our business segments or geographic regions that accounted for 10% or more of combined revenue in any of the last three fiscal years or 10% or more of combined property, plant and equipment, net, as of December 31, 2014 or December 31, 2013, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 18 to our combined financial statements.

Contract Operations

We provide comprehensive contract operations services to customers outside of the United States based on each customer's needs and operating specifications. These services include the provision of the personnel, equipment, tools, materials and supplies to meet our customers' natural gas compression or oil or natural gas production or processing service needs, as well as designing, sourcing, owning, installing, operating, servicing, repairing and maintaining equipment owned by us necessary to provide these services.

We generally enter into contracts with our contract operations customers with initial terms between three to five years, and in some cases can be in excess of 10 years. These contracts can require us to provide complete engineering, design and installation services and a significant investment in equipment, facilities and related installation costs. These projects may include several compressor units on one site or entire facilities designed to process and treat oil or natural gas to make it suitable for end use. Our customers generally are required to pay a monthly service fee even during periods of

limited or disrupted oil or natural gas flows, which enhances the stability and predictability of our cash flows. Additionally, because we typically do not take title to the natural gas we compress, process or treat and because the natural gas we use as fuel for our compressors and other equipment is supplied by our customers, we have limited direct exposure to commodity price fluctuations.

Our equipment is maintained in accordance with established maintenance schedules. These maintenance procedures are updated as technology changes and as our operations team develops new techniques and procedures. In addition, because our field technicians provide maintenance on our contract operations equipment, they are familiar with the condition of our equipment and can readily identify potential problems. In our experience, these maintenance procedures maximize equipment life and unit availability, minimize avoidable downtime and lower the overall maintenance expenditures over the equipment life.

During the year ended December 31, 2014, approximately 23% of our revenue and 52% of our gross margin was generated from contract operations. As of December 31, 2014, our contract operations business provided contract operations services using a fleet of 986 natural gas compression units with an aggregate capacity of approximately 1,236,000 horsepower and a fleet of production and processing equipment.

We believe that our aftermarket services and product sales businesses, described below, provide opportunities to cross-sell our contract operations services.

Aftermarket Services

Our aftermarket services business sells parts and components and provides operation, maintenance, overhaul and reconfiguration services to customers outside of the United States who own compression, production, processing and treating equipment. We believe that we are particularly well qualified to provide these services because of our highly experienced operating personnel and technical and engineering expertise. In addition, our aftermarket services business is a component of our ability to provide integrated infrastructure solutions to our customers because it enables us to continue to serve our customers after the sale of any assets or facilities manufactured through our product sales business. As a result, we seek to couple aftermarket services with our other businesses to maintain and develop our relationships with our customers.

During the year ended December 31, 2014, approximately 7% of our revenue and 7% of our gross margin was generated from aftermarket services.

Product Sales

We design, engineer, fabricate, sell and, in certain cases, install a broad range of oil and natural gas production and processing equipment designed to heat, separate, dehydrate and condition crude oil and natural gas to make them suitable for end use. Our products include line heaters, oil and natural gas separators, glycol dehydration units, condensate stabilizers, dewpoint control plants, water treatment, mechanical refrigeration and cryogenic plants and skid-mounted production packages designed for both onshore and offshore production facilities. We sell standard production and processing equipment, which is used for processing wellhead production from onshore or shallow-water offshore platform production primarily into U.S. markets. In addition, we sell custom-engineered, built-to-specification production and processing equipment, including designing facilities comprised of a combination of our products integrated into a solution that meets our customers' needs. Some of these projects are in remote areas and in developing countries with limited oil and natural gas industry infrastructure. To meet most customers' rapid response requirements and minimize customer downtime, we maintain an inventory of standard products and long delivery components used to manufacture our products to our customers' specifications. Typically, we expect our production and processing equipment backlog to be produced within a three to 24 month period.

We also design, engineer, fabricate, sell and, in certain cases, install, skid-mounted natural gas compression equipment to meet standard or unique customer specifications. Generally, we assemble compressors sold to third parties according to each customer's specifications. We purchase components for these compressors from third party suppliers including several major engine and compressor manufacturers in the industry. We also sell pre-packaged compressor units designed to our standard specifications.

We also provide engineering, procurement and fabrication services related to the manufacturing of critical process equipment for refinery and petrochemical facilities, the fabrication of tank farms and the fabrication of evaporators and brine heaters for desalination plants.

We sell our compression and production and processing equipment primarily to major and independent oil and natural gas producers as well as national oil and natural gas companies in the countries where we operate, both within the United States and internationally.

During the year ended December 31, 2014, approximately 70% of our revenue and 41% of our gross margin was generated from product sales. As of December 31, 2014, our backlog in product sales was $953.2 million and $59.4 million of future revenue related to our product sales backlog was expected to be recognized after December 31, 2015.

Industry Overview

Natural Gas Compression

The international compression business is comprised primarily of large horsepower compressors that are typically deployed in facilities comprised of several compressors on one site. A significant portion of this business involves comprehensive projects that require the design, engineering, fabrication, delivery and installation of several compressors on one site along with related natural gas treatment and processing equipment. We are able to serve our customers' needs for such projects through our product sales business or through the provision of our contract operations services.

Natural gas compression is a mechanical process whereby the pressure of a given volume of natural gas is increased to a desired higher pressure for transportation from one point to another and is essential to the production and transportation of natural gas. Compression is typically required several times during the natural gas production and transportation cycle, including (i) at the wellhead, (ii) throughout gathering and distribution systems, (iii) into and out of processing and storage facilities and (iv) along pipelines.

Production and Processing

Crude oil and natural gas are generally not marketable as produced at the wellhead and must be processed or treated before they can be transported to market. Production and processing equipment is used to separate and treat oil and natural gas as it is produced to achieve a marketable quality of product. Production processing typically involves the separation of oil and natural gas and the removal of contaminants. The end result is "pipeline" or "sales" quality oil and natural gas. Further processing or refining is almost always required before oil or natural gas is suitable for use as fuel or feedstock for petrochemical production. Production processing normally takes place in the "upstream" and "midstream" segments, while refining and petrochemical processing is referred to as the "downstream" segment. Wellhead or upstream production and processing equipment include a wide and diverse range of products.

We manufacture and stock standard production equipment based on historical product mix and expected customer purchases following general trends of oil and natural gas production. In addition, we sell custom-engineered, built-to-specification production and processing equipment. We also provide integrated solutions comprised of a combination of our products into a single offering, which typically

consists of much larger equipment packages than standard equipment, and is generally used in much larger scale production operations. The custom equipment segment is driven by global economic trends, and the specifications for purchased equipment can vary significantly. Technology, engineering capabilities, project management, available manufacturing space and quality control standards are the key drivers in the custom equipment segment.

Outsourcing

Natural gas producers, transporters and processors choose to outsource their operations due to the benefits and flexibility of contract operations. We believe outsourcing compression, production and processing operations to outsourced service providers such as us offers customers:

- access to the outsourced service provider's specialized personnel and technical skills, including engineers and field service and maintenance employees, which we believe generally leads to improved production rates and/or increased throughput and higher revenues;
- the ability to increase their profitability by transporting or producing a higher volume of natural gas through decreased equipment downtime and reduced operating, maintenance and equipment costs by allowing the outsourced service provider to efficiently manage their operations; and
- the flexibility to deploy their capital on projects more directly related to their primary business by reducing their investment in compression, production and processing equipment and their maintenance capital requirements.

Cyclicality, Volatility and Seasonality

Changes in oil and natural gas exploration and production spending normally results in changes in demand for our products and services; however, we believe our contract operations business is typically less impacted by commodity prices than certain other energy service products and services because compression, production and processing services are necessary for natural gas and oil to be delivered from the wellhead to end users; and our contract operations businesses are tied primarily to natural gas and oil production and consumption, which are generally less cyclical in nature than exploration activities.

Demand for oil and natural gas is cyclical and subject to fluctuations. This is primarily because the industry is driven by commodity demand and corresponding price increases. When oil and natural gas price increases occur, producers typically increase their capital expenditures, which generally results in greater activity levels and revenues for equipment providers to the oil and gas industry.

Our results of operations have not historically reflected any material seasonal tendencies and we currently do not believe that seasonal fluctuations will have a material impact on us in the foreseeable future.

Markets, Customers and Competition

Our global customer base consists primarily of companies engaged in all aspects of the oil and natural gas industry, including large integrated oil and natural gas companies, national energy companies, independent producers and natural gas processors, gatherers and pipeline operators.

During the year ended December 31, 2014, Exterran Holdings accounted for approximately 11% of our total revenues. Following the spin-off, we will provide Archrock with certain fabricated products, including compressors, and we will depend on Archrock for a significant amount of our product sales revenue. The loss of our business with Archrock, unless offset by additional product sales to other customers, or the inability or failure of Archrock to meet its payment obligations could have a material adverse effect on our business, results of operations and financial condition. See Note 14 to the

Combined Financial Statements for further discussion on transactions with affiliates. No customer other than Exterran Holdings accounted for more than 10% of our combined revenues in 2014. During each of the years ended December 31, 2013 and 2012, no individual customer accounted for more than 10% of our combined revenues.

We currently operate in approximately 30 countries. We have product sales facilities in the United States, Europe, Asia and the Middle East.

The businesses in which we operate are highly competitive. Overall, we experience considerable competition from companies that may be able to more quickly adapt to changes within our industry and changes in economic conditions as a whole, more readily take advantage of available opportunities. We believe we are competitive with respect to price, equipment availability, customer service, flexibility in meeting customer needs, technical expertise, quality and reliability of our compression, production and processing equipment and related services. We face vigorous competition throughout our businesses, with some firms competing with us in multiple businesses. In our production and processing equipment business, we have different competitors in the standard and custom-engineered equipment segments. Competitors in the standard equipment segment include several large companies and a large number of small, regional fabricators. Our competition in the custom-engineered segment consists mainly of larger companies with the ability to provide integrated projects and product support after the sale. The ability to fabricate these large custom-engineered systems near the point of end-use is often a competitive advantage.

Following the spin-off, we will face increased competition as we seek to diversify our customer base and increase utilization of our service offerings.

We also expect to be able to offer certain of our products, including fabricated compressors, to prospective customers that were previously competitors of Exterran Holdings, which increases our prospective customer base and ability to diversify our revenue sources. In addition, in connection with the completion of the spin-off, we intend to enter into the supply agreement, pursuant to which we will provide Archrock and Archrock Partners with fabricated equipment.

In addition, we expect that the separation and distribution agreement will contain certain noncompetition provisions addressing restrictions for a limited period of time after the spin-off on our ability to provide contract operations services in the United States and on Archrock's ability to provide contract operations services outside of the United States and product sales to customers worldwide, subject to certain exceptions.

Sources and Availability of Raw Materials

We fabricate natural gas compression and oil and natural gas production and processing equipment to provide contract operations services and to sell to third parties from components which we acquire from a wide range of vendors. These components represent a significant portion of the cost of our compressor and production and processing equipment products. In addition, we fabricate tank farms and critical process equipment for refinery and petrochemical facilities and other vessels used in the production, processing and treating of crude oil and natural gas. Steel prices can fluctuate widely and represent a significant portion of the cost of raw materials for these products. Increases in raw material costs cannot always be offset by increases in our products' sales prices. While many of our materials and components are available from multiple suppliers at competitive prices, we obtain some of the components, including compressors and engines, used in our products from a limited group of suppliers. We occasionally experience long lead times for components, including compressors and engines, from our suppliers and, therefore, we may at times make purchases in anticipation of future orders.

Properties

We conduct our operations in a variety of locations throughout the United States, Latin America and the Eastern Hemisphere. The following table describes the material facilities we owned or leased as of December 31, 2014:

Location	Status	Square Feet	Use
Houston, Texas	Owned	261,600	Corporate office, product sales
Camacari, Brazil	Owned	86,112	Contract operations and aftermarket services
Comodoro Rivadavia, Argentina	Owned	26,000	Contract operations and aftermarket services
Neuquen, Argentina	Leased	47,500	Contract operations and aftermarket services
Neuquen, Argentina	Owned	38,798	Contract operations and aftermarket services
Reynosa, Mexico	Owned	24,347	Contract operations and aftermarket services
Santa Cruz, Bolivia	Leased	22,017	Contract operations and aftermarket services
Bangkok, Thailand	Leased	36,611	Aftermarket services
Port Harcourt, Nigeria	Leased	19,031	Aftermarket services
Broken Arrow, Oklahoma	Owned	141,549	Product sales
Broussard, Louisiana	Owned	18,900	Product sales
Columbus, Texas	Owned	219,552	Product sales
Hamriyah Free Zone, UAE	Leased	212,742	Product sales
Houston, Texas	Owned	343,750	Product sales
Jebel Ali Industrial Area, UAE	Leased	112,378	Product sales
Mantova, Italy	Owned	654,397	Product sales
Singapore, Singapore	Leased	111,693	Product sales
Youngstown, Ohio	Leased	65,000	Product sales

Environmental and Other Regulations

Government Regulation

Our operations are subject to stringent and complex U.S. federal, state, local and international laws and regulations that could have a material impact on our operations or financial condition. Our operations are regulated under a number of laws governing, among other things, discharges of substances into the air and regulated waters, the generation, transportation, treatment, storage and disposal of hazardous and non-hazardous substances, disclosure of information about hazardous materials used or produced in our operations, and occupational health and safety.

Compliance with these environmental laws and regulations may expose us to significant costs and liabilities and cause us to incur significant capital expenditures in our operations. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, imposition of investigatory and remedial obligations, and the issuance of injunctions delaying or prohibiting operations. In certain circumstances, laws may impose strict, joint and several liability without regard to fault or the legality of the original conduct on classes of persons who are considered to be responsible for the release of hazardous substances into the environment. In addition, it is not uncommon for third-parties to file claims for personal injury, property damage and recovery of response costs allegedly caused by hazardous substances or other pollutants released into the environment. We currently own or lease, and in the past have owned or leased, a number of properties that have been used in support of our operations for a number of years. Although we have utilized operating and disposal practices that were standard in the industry at the time, hydrocarbons, hazardous substances, or other regulated wastes may have been disposed of or released on or under the properties owned or leased by us or on or under other locations where such materials have been taken for disposal by companies sub-contracted by us. In addition, many of these properties have been previously owned or operated by third parties whose treatment and disposal or release of hydrocarbons,

hazardous substances or other regulated wastes was not under our control. These properties and the materials released or disposed thereon may be subject to various laws that could require us to remove or remediate historical property contamination, or to perform certain operations to prevent future contamination. We are not currently under any order requiring that we undertake or pay for any cleanup activities. However, we cannot provide any assurance that we will not receive any such order in the future.

The clear trend in environmental regulation is to place more restrictions on activities that may affect the environment, and thus, any changes in these laws and regulations that result in more stringent and costly waste handling, storage, transport, disposal, emission or remediation requirements could have a material adverse effect on our results of operations and financial position.

Employees

As of March 1, 2015, we had approximately 7,000 employees. Many of our employees outside of the United States are covered by collective bargaining agreements, and we and Exterran Holdings generally consider our relationships with our employees to be satisfactory.

Legal Proceedings

We are subject to various legal proceedings and claims arising in the ordinary course of our business. Our management does not expect the outcome of any of these known legal proceedings, individually or collectively, to have a material adverse effect on our financial condition or results of operations.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

In connection with the spin-off, we intend to enter into several agreements with Archrock to define our ongoing relationship with Archrock after the spin-off. These agreements will, among other things, allocate responsibility for obligations arising before and after the distribution date, including, among others, obligations relating to our employees, various transition services and taxes. In addition, we intend to enter into a supply agreement on arm's length terms that, among other things, will set forth the terms under which we will provide Archrock and Archrock Partners with fabricated equipment. We also expect to enter into a services agreement with Archrock on arm's length terms that will set forth the terms under which Archrock will provide installation, start-up, commissioning and other services to us or to our customers on our behalf. For more information about those agreements with Archrock, please read "Relationship with Archrock After the Spin-Off."

Related Person Transactions Policies and Procedures

We expect that our board of directors will adopt a policy, which will be made available on our website on or prior to the distribution date, providing for the review by the Audit Committee of our Board of Directors of any transaction, arrangement or relationship or series of similar transactions, arrangements or relationships (including any indebtedness or guarantee of indebtedness) in which (1) the aggregate amount involved will or may be expected to exceed $120,000 in any calendar year, (2) we (or any of our subsidiaries) are a participant and (3) any of our directors, executive officers, or greater than 5% shareholders, or any of their immediate family members, has or will have a material direct or indirect interest. We expect that the Audit Committee would approve or ratify only those transactions that it determines in good faith are in, or are not inconsistent with, the best interests of us and our shareholders. We refer to any such transaction as a related person transaction. In addition to this policy, our Code of Business Conduct, which will be available on our website on or prior to the distribution date, will have specific provisions addressing actual and potential conflicts of interest. Our Code of Business Conduct will provide that no director, officer or employee may use or attempt to use his or her position at the company, or his or her relationship with the company, to obtain any personal benefit for himself or herself or for any other person and will require appropriate disclosures of potential conflicts of interest.

RELATIONSHIP WITH ARCHROCK AFTER THE SPIN-OFF

Historical Relationship with Exterran Holdings

We are currently a wholly owned subsidiary of Exterran Holdings. As a result of our relationship with Exterran Holdings, in the ordinary course of our business, we and our subsidiaries have received various services provided by Exterran Holdings and some of its other subsidiaries, including internal accounting, information technology and systems, legal, tax, internal audit, human resources, provision of real property, risk management, treasury and other services. Our historical financial statements include allocations by Exterran Holdings of a portion of its overhead costs related to those services. These cost allocations have been determined on a basis that we and Exterran Holdings consider to be reasonable reflections of the use of those services. We also intend to enter into certain agreements with Archrock, which are further described below.

Exterran Holdings' Distribution of Our Stock

Exterran Holdings is our parent company. In the spin-off, Exterran Holdings will distribute 100% of our common stock to its shareholders in a transaction that is intended to be tax-free to us and such shareholders for U.S. federal income tax purposes (other than with respect to any cash received in lieu of fractional shares). The spin-off is subject to a number of conditions, some of which are more fully described under "The Spin-Off—Spin-Off Conditions and Termination."

Agreements Between Archrock and Us

In the discussion that follows, we have described the material provisions of agreements we intend to enter into with Archrock. The descriptions of those agreements are not complete and are qualified by reference to the terms of the agreements we intend to enter into with Archrock in connection with the completion of the spin-off, the forms of which will be filed as exhibits to the Registration Statement on Form 10 of which this information statement is a part. We encourage you to read the full text of those agreements. We will enter into those agreements in the context of our relationship as a wholly owned subsidiary of Archrock.

Separation and Distribution Agreement

The separation and distribution agreement to be entered into among Archrock and certain of its subsidiaries, on the one hand, and us and certain of our subsidiaries, on the other hand, will govern the separation of our businesses from Exterran Holdings, the subsequent distribution of shares of our common stock to Exterran Holdings' shareholders and other matters related to Archrock's relationship with us.

Generally, the separation and distribution agreement will include Archrock's and our agreements relating to the restructuring steps to be taken to complete the separation, including the assets and rights to be transferred, liabilities to be assumed or retained, contracts to be assigned and related matters. Subject to the receipt of required governmental and other consents and approvals, in order to accomplish the separation, the separation and distribution agreement will enable the parties to transfer specified assets (including the equity interests of certain subsidiaries of Exterran Holdings) and liabilities to divide the businesses we will conduct following the spin-off from those that will be conducted by Archrock. In addition, we will agree in the separation and distribution agreement that we and our affiliates will cooperate with Exterran Holdings to accomplish a distribution by Exterran Holdings to its shareholders of our common stock in the spin-off that is generally tax-free to Exterran Holdings and its shareholders for U.S. federal income tax purposes, except to the extent that cash is received in lieu of fractional shares.

Except as expressly set forth in the separation and distribution agreement or any ancillary agreement, neither we nor Exterran Holdings will make any representation or warranty as to the assets, equity interests, business or liabilities transferred, retained or assumed as part of the separation, as to any approvals or notifications required in connection with the transfers, as to the value or freedom

from any security interests of any of the assets transferred, as to the absence or presence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other asset of either Exterran Holdings or us or as to the legal sufficiency of any assignment, document or instrument delivered to convey title to any asset or thing of value transferred in connection with the separation. All assets will be transferred on an "as is," "where is" basis and the respective transferees will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in the transferee good and marketable title, free and clear of any security interest, and that any necessary consents or governmental approvals are not obtained or that any requirements of laws, agreements, security interests or judgments are not complied with.

The separation and distribution agreement will require Archrock and us to endeavor to obtain consents, approvals and amendments required to novate or assign the assets and liabilities that are to be transferred or retained pursuant to the separation and distribution agreement as soon as reasonably practicable.

In addition, the separation and distribution agreement will contain certain noncompetition provisions addressing restrictions for three years after the spin-off on our ability to provide contract operations and aftermarket services in the United States and on Archrock's ability to provide contract operations and aftermarket services outside of the United States and to provide products for sale worldwide that compete with our current product sales business, subject to certain exceptions. These exceptions include: (i) our right to provide make-ready services or installation, commissioning or warranty services in connection with the provision of aftermarket services in the United States on production equipment; (ii) Archrock's right to manufacture, hold or sell generator sets; and (iii) Archrock's right to provide aftermarket services on production equipment owned by Archrock or located on a site where Archrock provides compression services that are not otherwise prohibited by the terms of the non-compete. In addition, we or Archrock may engage in a merger, acquisition, consolidation or other business combination with a third party that results in Archrock or us (directly or indirectly through the surviving company), as the case may be, engaging in a prohibited business under the non-compete, as long as such business does not represent 20% or more of such third party's consolidated gross margin or 10% or more of the consolidated gross margin of Archrock, us or the surviving company, as the case may be, on a pro forma basis. In the event we or Archrock engage in such a prohibited business combination, we or Archrock, as applicable, will have a period of 365-days to cure such breach, including by divestiture of the acquired business.

The separation and distribution agreement will also contain restrictions for two years after the spin-off on our and Archrock's ability to solicit, recruit or hire any then current employee of the other company, subject to certain exceptions.

In addition, under the separation and distribution agreement, in the event that (i) PDVSA Gas defaults on its obligation to make all or a portion of its remaining payments to us in connection with the 2012 sale of our Venezuelan subsidiary assets to PDVSA Gas and (ii) the adjusted total leverage ratio described in the separation and distribution agreement exceeds 3.75 to 1.00 as of the last day of any testing period described in the separation and distribution agreement, then Archrock will pay us in cash an amount corresponding to the amount in default. However, the aggregate payments in respect of this obligation will be limited to $100 million and will be reduced on a dollar-for-dollar basis by amounts paid by Archrock in respect of PDVSA's default as well as (w) any payments received by us from or on behalf of PDVSA Gas relating to the sale of our Venezuelan joint venture assets or Venezuelan subsidiary assets and; (x) any dividend or other distribution that is deemed to be a restricted payment under the terms of the indenture governing our New Senior Notes; (y) any purchase, redemption or other acquisition or retirement for value of our equity interests that is deemed a restricted payment under the terms of the indenture governing our New Senior Notes; or (z) any capital expenditure in excess of $307 million incurred by us between July 1, 2015 and March 31, 2017 and by amounts we pay (including indebtedness we assume) in respect of business combinations. Further, in the event that we receive both a payment from Archrock in respect of a payment default by PDVSA Gas and a corresponding payment from or on behalf of PDVSA Gas, we will reimburse

Archrock for the portion of the payment received from Archrock that has been cured by the payment from PDVSA Gas. Archrock's contingent payment obligation will expire upon the earliest to occur of (a) the payment period following the testing period for the quarter ending March 31, 2017, (b) the contingent payment amount being reduced to zero and (c) the occurrence of a corporate change (as defined in our 2015 stock incentive plan).

Pursuant to the terms of the separation and distribution agreement, we will acquire all rights and interests in and title to the "Exterran" name and trademarks. Archrock will be required to discontinue all use of the "Exterran" name and trademarks as promptly as practicable and will be prohibited from using such name and trademarks beyond the 180-day period following the completion of the spin-off.

The separation and distribution agreement will also govern the treatment of aspects relating to indemnification, insurance, confidentiality and cooperation.

The separation and distribution agreement will specify those conditions that must be satisfied or waived by Exterran Holdings prior to the distribution. In addition, Exterran Holdings will have the right to determine the date and terms of the distribution, and will have the right, at any time until completion of the distribution, to determine to abandon or modify the distribution and to terminate the separation and distribution agreement.

Tax Matters Agreement

Prior to the spin-off, we and Archrock will enter into a tax matters agreement that will govern our respective rights, responsibilities, and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings, and certain other matters regarding taxes.

Our obligations under the tax matters agreement are not limited in amount or subject to any cap. Further, even if we are not responsible for tax liabilities of Archrock and its subsidiaries under the tax matters agreement, we nonetheless could be liable under applicable tax law for such liabilities if Archrock were to fail to pay them. If we are required to pay any liabilities under the circumstances set forth in the tax matters agreement or pursuant to applicable tax law, the amounts may be significant.

The tax matters agreement also will require us and Archrock to comply with the representations made to legal counsel in connection with the Tax Opinion, and will contain restrictions on our ability (and the ability of any member of our group) to take, or fail to take, actions that could cause the spin-off to fail to qualify as a tax-free reorganization for U.S. federal income tax purposes, including entering into any transaction or series of transactions as a result of which any person or group of persons would acquire or have the right to acquire from us or holders of our stock amounts of our stock greater than certain threshold amounts, or issuing our stock in an offering in amounts greater than certain threshold amounts. Certain of these restrictions will apply for the two-year period after the distribution, unless we obtain a private letter ruling from the IRS or a written opinion of a nationally recognized law firm that such action will not cause the distribution or certain related transactions to fail to qualify as tax-free transactions for U.S. federal income tax purposes. Notwithstanding receipt of such ruling or opinion, in the event that such action causes the distribution or certain related transactions to fail to qualify as a tax-free transaction for U.S. federal income tax purposes, we could be responsible for taxes arising therefrom.

Under the tax matters agreement and subject to certain exceptions, we generally will be liable for, and will indemnify Archrock against, taxes attributable to our business, and Archrock generally will be liable for, and will indemnify us against, all taxes attributable to its business. We generally will be liable for, and will indemnify Archrock against, 50% of certain taxes that are not clearly attributable to our business or Archrock's business.

Employee Matters Agreement

Prior to the distribution, Archrock will enter into an Employee Matters Agreement with us. The Employee Matters Agreement will allocate the liabilities and responsibilities between Archrock and

Exterran Corporation relating to employee compensation and benefit plans and programs, including the treatment of retirement, health and welfare plans and equity and other incentive plans and awards. The key provisions of the Employee Matters Agreement will include the following:

Equity Award Adjustments.

- *Stock Options.* Immediately prior to the distribution, each outstanding Archrock Option that was granted prior to calendar year 2015, whether vested or unvested, will be split into two options, consisting of an Archrock Option and an Exterran Corporation Option. Each Archrock Option that was granted on or after January 1, 2015 and is held by an Exterran Corporation Employee will be converted solely into an Exterran Corporation Option. Each Archrock Option that was granted on or after January 1, 2015 and that is held by an Archrock Employee will be adjusted to cover Archrock shares. However, each Archrock Option that is intended to qualify as an "incentive stock option" (within the meaning of Section 422 of the Code), whether granted during or prior to 2015, and that is held by an Archrock Employee or Exterran Corporation Employee who elected, prior to the distribution, to preserve the tax treatment of their Archrock incentive stock options, will be converted solely into an option denominated in shares of common stock of such employee's post-distribution employer. In addition, notwithstanding the foregoing, each Archrock Option held by an individual who, as of the effective time of the distribution, is a former employee or other service provider of Exterran Corporation or Archrock (or their respective affiliates) will be adjusted solely into an Archrock Option covering Archrock shares.

- *Restricted Stock, Restricted Stock Units and Performance Units.* Immediately prior to the distribution, each Archrock Stock Award that was granted prior to calendar year 2015 will be split into two awards, consisting of an Archrock Stock Award and an Exterran Corporation Stock Award. Each Archrock Stock Award that was granted in calendar year 2015 and that is held by an Exterran Corporation Employee will be converted into an Exterran Corporation Stock Award covering Exterran Corporation shares. Each Archrock Stock Award that was granted in calendar year 2015 and that is held by an Archrock Employee will be adjusted to cover Archrock shares.

- *General Terms.* Equity awards that are adjusted as described above will generally be subject to the same terms and conditions (including any applicable vesting, performance condition and/or expiration provisions) as applied to the underlying Archrock awards immediately prior to the distribution, subject to certain additional accelerated vesting provisions as described above in "Treatment of Stock-Based Awards."

Cash Incentive Compensation. Our employees and Exterran Holdings employees currently participate in a cash incentive program under which they are eligible to earn performance-based cash incentives. Prior to or in connection with the distribution, our employees will cease to participate in the current cash incentive program. Upon completion of the spin-off, we may maintain a cash incentive program for the benefit of our employees.

Health and Welfare Plans. Generally, Exterran Holdings employees currently participate in health and welfare plans sponsored by us, including but not limited to medical, dental, and life insurance plans. Prior to or in connection with the distribution, Archrock's employees will cease to participate in our health and welfare plans, and Archrock will establish health and welfare plans that are substantially similar to our health and welfare plans for the benefit of its employees.

Equity Plan. Our employees currently participate in equity incentive plans maintained by Exterran Holdings. Prior to the distribution, Exterran Corporation will adopt an equity incentive plan for the benefit of its employees.

401(k) Plan. Certain of our employees currently participate in a 401(k) plan that we sponsor. In connection with the distribution, Archrock Employees will cease to participate in our 401(k) plan, and

Archrock will establish a replacement 401(k) plan for the benefit of Archrock Employees. The account balances of Archrock Employees will be transferred from our 401(k) plan to the new Archrock 401(k) plan in connection with the transfer of their participation to the new Archrock plan.

Non-Qualified Deferred Compensation Plan. Certain of our employees currently participate in a non-qualified deferred compensation plan sponsored by Exterran Holdings. In connection with the distribution, Exterran Corporation Employees will cease to participate in the Exterran Holdings non-qualified deferred compensation plan, and we will establish a replacement deferred compensation plan for the benefit of Exterran Corporation Employees. The account balances and Rabbi trust assets of Exterran Corporation Employees will be transferred from the Exterran Holdings non-qualified deferred compensation plan and related Rabbi trust to our new non-qualified deferred compensation in connection with the transfer of their participation to our new plan.

Director Stock and Deferral Plan. Certain of Exterran Holdings' non-employee directors currently participate in a director stock and deferral plan maintained by Exterran Holdings. Prior to the distribution, we will adopt a new director stock and deferral plan for the benefit of our eligible non-employee directors.

Employment Law Liabilities. In connection with the distribution, employment-related liabilities for Archrock Employees and Exterran Corporation Employees will transfer to their respective post-distribution employers. Employment-related liabilities for former employees or other service providers of Archrock and former employees or other service providers of Exterran Corporation will be allocated to either Archrock or Exterran Corporation based on whether such individuals substantially conducted Archrock or Exterran Corporation business at the time the underlying claim arose. However, notwithstanding the foregoing, liabilities for former employees or other service providers of Archrock and former employees or service providers of Exterran Corporation who conducted both Archrock and Exterran Corporation business prior to the distribution and liabilities arising in connection with transfers of employment in connection with the spin-off will be allocated 50% to Archrock and 50% to Exterran Corporation. In addition, liabilities relating to (i) actions brought with respect to an employee benefit plan in which both Archrock Employees and Exterran Corporation Employees were eligible to participate prior to the distribution and based on events occurring prior to the distribution and (ii) the form, terms and conditions of, or the administration, operation, or maintenance of employee benefit plans in which both Archrock Employees and Exterran Corporation Employees were eligible to participate prior to the distribution, in each case, will be allocated 50% to Archrock and 50% to Exterran Corporation.

Transition Services Agreement

In connection with the spin-off, we and Archrock will enter into a transition services agreement under which we and Archrock will provide and/or make available to each other certain services and assets, for specified periods beginning on the distribution date. The personnel performing services for Archrock under the transition services agreement will be employees and/or independent contractors of ours. The transition services agreement will also contain customary indemnification provisions.

Transition services may include accounting, administrative, payroll, human resources, environmental health and safety, real estate, fleet, financial audit support, legal, tax, treasury and other support and corporate services, and each service will be provided at a predetermined rate set forth in the transition services agreement. Each service provided under the agreement will have its own duration generally up to one year, extension terms and monthly cost, and the transition services agreement will terminate upon cessation of all services provided thereunder.

Supply and Storage Agreements

In connection with the spin-off, we intend to enter into a supply agreement on arm's length terms that, among other things, will set forth the terms under which we will provide Archrock and Archrock

Partners with fabricated equipment on an exclusive basis. This supply agreement will have an initial term of two years, extendable for additional one-year terms by mutual agreement of the parties.

Pursuant to the supply agreement, each of Archrock and Archrock Partners will be required to purchase its respective requirements of newly fabricated compression equipment from us, subject to certain exceptions. In the event that Archrock or Archrock Partners requires, from time to time and in good faith, equipment to be delivered in advance of the anticipated delivery date agreed to among the parties, we may, but will not be required to, accept the revised delivery date. In such case, we may propose a revised order price or alternative delivery date, in which case Archrock or Archrock Partners, as applicable, may accept our revised order price and revised delivery date or, if our proposed price exceeds the initial price or our proposed delivery date is later than the delivery date proposed by Archrock or Archrock Partners, as applicable, acquire the equipment subject to such order from a third party at a price lower than our proposed price and/or with a delivery date no later than the later of our proposed delivery date or Archrock or Archrock Partner's proposed delivery date, as applicable.

In addition, if either Archrock or Archrock Partners acquires a new business that is not party to a firm supply agreement, then Archrock or Archrock Partners, as applicable, shall use its commercially reasonable efforts to order such business's newly fabricated compressor requirements from us. If, however, the new business is already party to a firm supply agreement, then Archrock or Archrock Partners, as applicable, can continue to order such equipment under that existing third-party supply agreement as long as orders for the succeeding twelve month period do not exceed such business's orders for the prior twelve month period.

Each of Archrock and Archrock Partners will have the right to terminate this supply agreement in the event of a force majeure and in certain other circumstances. If our on-time delivery rate over a given 90-day period beginning no earlier than February 1, 2016 is less than 95% and we fail to improve our on-time delivery rate to over 95% in the succeeding 90-day period, then either Archrock or Archrock Partners may terminate the supply agreement. In addition, if the aggregate expense we incur repairing natural gas compressors we fabricate and under warranty over a 90-day period exceeds 2.5% of (i) the total dollar amount of sales of natural gas compressors to Archrock and Archrock Partners for the four most recently completed, non-overlapping 90-day periods, divided by (ii) four (or, prior to the first anniversary of the spin-off, 2.5% of (x) the total dollar amount of sales of natural gas compressors to Archrock and Archrock Partners for each non-overlapping 90-day period since the date of the spin-off, divided by (y) the number of 90-day periods since the date of the spin-off), and we fail to reduce such average cost to less than 2.5% of the average specified above during the succeeding 90-day period, then either Archrock or Archrock Partners may terminate the supply agreement. Each of Archrock and Archrock Partners will also have the right to cancel individual orders under the supply agreement for convenience with forty-five days' notice to us; provided, however, that Archrock or Archrock Partners, as applicable, will pay to us the actual costs incurred in connection with fulfilling such order prior to termination plus 15% of such costs. We will also enter into a storage agreement that, among other things, will establish the terms under which we will provide each of Archrock and Archrock Partners with storage space for equipment purchased under the supply agreement, as well as an additional storage agreement that will establish the terms under which Archrock will provide storage space to us for certain of our equipment.

Services Agreements

In connection with the spin-off, we intend to enter into non-exclusive services agreements with Archrock on arm's length terms that, among other things, will set forth the terms under which we will provide Archrock (or Archrock's customers on its behalf) with engineering, preservation and installation and commissioning services and Archrock will provide us (or our customers on our behalf) with make-ready, parts sales, preservation and installation and commissioning services. These services agreements will continue in effect until terminated by either party on 30 days' written notice.

MANAGEMENT

Directors and Executive Officers

The following table shows information about our directors and executive officers following the completion of the spin-off:

Name	Age	Position
Mark R. Sotir	51	Executive Chairman
Andrew J. Way	43	President and Chief Executive Officer and Director Nominee
Jon C. Biro	49	Senior Vice President and Chief Financial Officer
Steven W. Muck	62	Senior Vice President, International Operations
Daniel K. Schlanger	41	Senior Vice President, Sales and Marketing
Christopher T. Werner	52	Senior Vice President, Fabrication Services
William M. Goodyear	67	Director Nominee
John P. Ryan	63	Director Nominee
Christopher T. Seaver	67	Director Nominee
Richard R. Stewart	65	Director Nominee
Ieda Gomes Yell	59	Director Nominee

Board of Directors

Following the spin-off, our business and affairs will be managed under the direction of our board of directors. Our amended and restated certificate of incorporation and amended and restated bylaws will provide that the number of directors may be fixed by the board from time to time. As of the distribution date, our board of directors will consist of the individuals listed below (with their ages as of July 1, 2015). The present principal occupation or employment and five-year employment history of each individual follows the list below.

Mr. Mark R. Sotir will serve as the Executive Chairman of our Board. Prior to the completion of the spin-off, Mr. Sotir served as Executive Chairman of the board of directors of Exterran Holdings since April 2013, and served as its Executive Vice Chairman from December 2011 to April 2013. Mr. Sotir has also served as Managing Director of Equity Group Investments, a private investment firm ("EGI"), since November 2006. While at EGI, he served as the interim president of Tribune Interactive, a division of Tribune Company, a media conglomerate, from December 2007 until April 2008. Tribune Company filed for protection under Chapter 11 of the Bankruptcy Code in December 2008. Prior to joining EGI, Mr. Sotir was the Chief Executive Officer of Sunburst Technology Corporation, an independent distributor of educational software to public schools, from August 2003 to November 2006. Prior to joining Sunburst, Mr. Sotir held various positions with the Budget Group, Inc., a national car and truck rental business, from 1995 to 2003, including as President and Chief Operating Officer from 2000 to 2003. Mr. Sotir serves on the board of directors of several EGI portfolio companies, including Rewards Network Inc., a dining rewards company; SIRVA Inc., a provider of moving and relocation services; and Veridiam, a specialty manufacturer in the nuclear aerospace and medical industry. Mr. Sotir received a B.A. in Economics from Amherst College and an M.B.A. from Harvard Business School.

Mr. Sotir brings to our Board extensive operational experience, gained by serving in key management and leadership roles in a wide range of industries. His operational experience includes brand management, sales, marketing and distributions, as well as finance. In addition, Mr. Sotir serves as a director for several companies representing a diversity of industries. We believe Mr. Sotir's

operational experience in key leadership and director roles make him well qualified to serve as a member of our Board.

Prior to the completion of the spin-off, Mr. William M. Goodyear served on the board of directors of Exterran Holdings since April 2013. Mr. Goodyear served as Executive Chairman of the board of directors of Navigant Consulting, Inc., a specialized, global consulting firm, from May 2000 to June 2014 and as its Chief Executive Officer from May 2000 to February 2012. Prior to December 1999, Mr. Goodyear served as Chairman and Chief Executive Officer of Bank of American Illinois and President of Bank of America's Global Private Bank. Between 1972 and 1999, Mr. Goodyear held a variety of positions with Continental Bank (subsequently Bank of America), specializing in corporate finance, corporate lending, trading and distribution. During his tenure with Continental Bank, Mr. Goodyear managed the bank's European and Asian Operations and served as Vice Chairman of Continental Bank's Board of Directors prior to its 1994 merger with Bank of America. Mr. Goodyear is a member of the board and chairman of the audit committee of Enova International, Inc., a multinational provider of online financial services to individual consumers. He is also a member of the Board of Trustees of the University of Notre Dame and the Museum of Science and Industry—Chicago and serves as Chairman of the Rush University Medical Center. Mr. Goodyear received a B.B.A. from the University of Notre Dame and an M.B.A. from the Amos Tuck School of Business at Dartmouth College.

As the former Chief Executive Officer and former Executive Chairman of the Board of Navigant Consulting, Inc., Mr. Goodyear has significant business consulting experience, including with operational, risk management, financial, regulatory and dispute advisory services. As a former chief executive officer, he also has significant experience in management and business strategy, and as a former public company chairman he is familiar with a full range of board functions. We believe Mr. Goodyear's experience and leadership skills make him well qualified to serve as a member of our Board.

Prior to the completion of the spin-off, Mr. John P. Ryan served on the board of directors of Exterran Holdings since April 2013. Mr. Ryan previously served as President and Chief Executive Officer of Dresser, Inc., a global provider of flow control products, measurement systems and other infrastructure technologies to the oil and gas and power generation industries, from May 2007 until February 2011. Mr. Ryan was President and Chief Operating Officer of Dresser, Inc. from December 2004 to June 2007. From 1987 to 2004, Mr. Ryan was employed by Dresser Wayne where he served as President from 1996 to 2004 and as Vice President from 1991 to 1996. Mr. Ryan also currently serves as a director of Hudson Products, Inc., a company engaged in the design, manufacture and servicing of heat transfer equipment for the petroleum, chemical, gas processing and electric utility industries; Wayne Fueling Systems, Inc., a privately-held global supplier of fuel dispensers, payment terminals and other measurement and control solutions to the retail and commercial fueling industry; and The Village of Hope, a non-profit organization. He served on the board of directors of FlexEnergy, LLC, a provider of oil field turbine generators and environmental solutions for power generation, landfill gas and digester gas applications, from January 2012 to April 2013. Mr. Ryan received a B.A. from Villanova University.

Mr. Ryan has relevant industry and functional experience, including a combination of commercial, operational, and financial skills. As the former chief executive officer of Dresser, Inc., Mr. Ryan has significant international experience and energy industry knowledge. With an early career in engineering, manufacturing and sales, Mr. Ryan also brings a thorough understanding of these disciplines. For these reasons, we believe Mr. Ryan is well qualified to serve as a member of our Board.

Prior to the completion of the spin-off, Mr. Christopher T. Seaver served on the board of directors of Exterran Holdings since October 2008. Prior to joining the Exterran Holdings board, Mr. Seaver served as Chairman of the board of directors of Hydril Company, an oil and gas service company specializing in pressure control equipment and premium connections for casing and tubing from 2006

until his retirement in May 2007. Mr. Seaver held a series of domestic and international management positions at Hydril Company from 1985 to May 2007, including as President since 1993 and CEO and Director since 1997. Prior to joining Hydril Company, Mr. Seaver was a corporate and securities attorney for the law firm of Paul, Hastings, Janofsky & Walker LLP, and was a Foreign Service Officer in the U.S. State Department with postings in Kinshasa, Republic of Congo and Bogotá, Colombia. Mr. Seaver currently serves as a director and member of the audit committee of Oil States International, Inc., an oil service company specializing in manufacturing of products for offshore production and drilling, rental tools and US land drilling services; a director and Chairman of McCoy Global Inc., a Canadian oil service company principally providing power tongs and related equipment; and a director of The Seaver Institute, a private, non-profit foundation. Mr. Seaver was a director of Innovative Wireline Solutions Inc., a start-up Canadian wireline services company, from July 2010 to October 2011, and he has also served as a director and officer of the Petroleum Equipment Suppliers Association, a director of the American Petroleum Institute, and a director and Chairman of the National Ocean Industries Association. Mr. Seaver received an A.B. in Economics from Yale University and a J.D. and an M.B.A. from Stanford University.

Through his former roles as President, Chief Executive Officer and Chairman of the Board of a publicly traded oil and gas services company, Mr. Seaver brings to our Board both the perspective of an executive officer as well as that of a director. He has both domestic and international management and operations experience and has been heavily involved in many industry trade and professional organizations. His tenure with the U.S. State Department makes him well-versed in international cultures and the challenges and opportunities presented by conducting business in developing countries. We believe this knowledge and experience, together with his service on the boards of other energy services companies, make Mr. Seaver well qualified to serve as a member of our Board.

Prior to completion of the spin-off, Mr. Richard R. Stewart served on the board of directors of Exterran Holdings since April 2015. Mr. Stewart previously served as President and Chief Executive Officer of GE Aero Energy, a division of GE Power Systems, and as an officer of General Electric Company, from February 1998 until his retirement in 2006. From 1972 to 1998, Mr. Stewart served in various positions at Stewart & Stevenson Services, Inc., including as Group President and member of the board of directors. Mr. Stewart is a director and Chairman of the Governance Committee of Eagle Materials Inc., a U.S. manufacturer and distributor of building materials; director and Chairman of the Audit Committee of Kirby Corporation, a tank barge operator; and director of TAS, a privately held company providing energy conversion solutions. Mr. Stewart served as a director of Lufkin Industries, Inc., an oilfield equipment and power transmission products company, from October 2009 until its acquisition by General Electric in July 2013. Mr. Stewart received a B.B.A. in Finance from the University of Texas.

Mr. Stewart brings business knowledge and leadership experience, as well as familiarity with corporate governance issues, as a result of his prior service as chief executive officer of a manufacturing company, as an officer of General Electric and as a member of the boards of other public companies, which we believe make him well qualified to serve as a member of our Board.

Mr. Andrew J. Way will serve as our President and Chief Executive Officer following the spin-off, prior to which time he was hired by Exterran Holdings to serve as its Executive Vice President effective on or about July 1, 2015. Mr. Way served as Vice President and CEO—Drilling and Surface Production of GE Oil & Gas, a provider of equipment and services in the oil and gas space, from 2012 through June 2015. Mr. Way joined GE Oil & Gas in October 2007 and, prior to taking his current position, served as GM Operations, Turbo Machinery Services from October 2007 to December 2008, as GM, Global Supply Chain from December 2008 to December 2010, and as Vice President and CEO—Turbo Machinery Services from December 2010 to June 2012. Prior to joining GE Oil & Gas, Mr. Way served as Operations/Managing Director—GE Equipment Services of GE Capital from 2001 to 2007 and held

various positions at GE Aviation from 1996 to 2001. Mr. Way studied Mechanical Engineering and graduated from the technical leadership program with Lucas Industries in Wales, U.K.

Mr. Way's almost two decades of experience with General Electric in a variety of leadership roles, including with GE Oil & Gas as a provider of oil and gas equipment and services has provided him with worldwide and broad industry experience and a deep understanding of operational opportunities and challenges. Mr. Way's business judgment, management experience and leadership skills are highly valuable in assessing our business strategies and accompanying risks. We believe that this experience, Mr. Way's industry and customer relationships and the knowledge and perspective he will bring as our President and Chief Executive Officer, will make Mr. Way well qualified to serve as a member of our Board.

Prior to completion of the spin-off, Ms. Ieda Gomes Yell served on the board of directors of Exterran Holdings since April 2015. Ms. Gomes has served as the Managing Director of Energix Strategy Ltd., an independent oil and gas consultancy firm, since October 2011. Before forming Energix, Ms. Gomes served in a number of positions with BP plc and its subsidiaries from 1998 to 2011, including as President of BP Brazil, Vice President of Regulatory Affairs and Vice President of Market Development at BP Solar and Vice President of Pan American Energy. From 1995 until 1998, Ms. Gomes held a number of positions with Companhia de Gás de São Paulo, or Comgás, a Brazilian natural gas distributor, before being named President and Chief Executive Officer. Ms. Gomes is currently a non-executive director and member of the Audit and Risk and Strategic Committees at Bureau Veritas SA, a global provider of testing, inspection and certification services; a director and Chair of the Corporate Governance Committee at InterEnergy Holdings, a private power production company; a Councillor of the Brazilian Chamber of Commerce in Great Britain, a not-for-profit organization; a founding director of WILL Latam—Women in Leadership in Latin America, a not-for-profit organization; a member of the advisory board of Crystol Energy, an independent consultancy and advisory firm; and a member of the advisory board of Comgás and of the Infrastructure Department of the São Paulo Federation of Industries. Ms. Gomes is a senior visiting research fellow at the Oxford Institute of Energy Studies in the United Kingdom and Fundação Getúlio Vargas Energia in Brazil and serves as the independent chair of British Taekwondo. Ms. Gomes received her B.S. in Chemical Engineering from the University of Bahia, Brazil, an MSc. in Environmental Engineering from the Polytechnic School of Lausanne, Switzerland and an MSc. in Energy from the University of Sao Paulo, Brazil.

Throughout her career, Ms. Gomes has cultivated extensive experience in developing projects, restructuring energy businesses and advising domestic and international oil and gas companies in a variety of operational and governance matters, including developing business strategies, navigating international markets and creating growth, which we believe make her well qualified to serve as a member of our Board.

Executive Officers

Mr. Andrew J. Way will serve as our President and Chief Executive Officer following the spin-off. Information concerning the business experience of Mr. Way is provided under the heading "—Directors" above.

Mr. Jon C. Biro will serve as our Senior Vice President and Chief Financial Officer following the spin-off. Mr. Biro has served as Senior Vice President and Chief Financial Officer of Exterran Holdings since September 2014 and as Senior Vice President and Director of Exterran GP LLC, the managing general partner of Exterran Partners, L.P., since October 2014. Prior to joining Exterran Holdings, Mr. Biro served as Executive Vice President and Chief Financial Officer of Consolidated Graphics, Inc., a commercial printer, from January 2008 to January 2014. Mr. Biro served in various positions at ICO, Inc., an oilfield services provider and manufacturer of specialty resins, from 1994 to 2008, including as Chief Financial Officer and Treasurer from April 2002 to January 2008. Prior to joining

ICO, Inc., Mr. Biro was a Senior Audit Accountant for PricewaterhouseCoopers LLP from 1991 to 1994. Mr. Biro served on the board of directors and audit committee of Crown Crafts, Inc., a producer and distributor of infant, toddler and juvenile consumer products, from August 2010 to August 2013. Mr. Biro also served as an officer and director of certain other Exterran Holdings majority-owned subsidiaries. Mr. Biro is a Certified Public Accountant and received a B.A. from the University of Texas and an M.S. of Accountancy from the University of Houston.

Mr. Steven W. Muck will serve as our Senior Vice President, International Operations following the spin-off. Mr. Muck has served as Senior Vice President, International Operations of Exterran Holdings since February 2015. Previously, he served as Vice President, Sales, Eastern Hemisphere, of EESLP, and was based in Dubai, United Arab Emirates, having been appointed to that position in May 2014. Mr. Muck served as a manager in EESLP's North America operations beginning in June 2009, including as a Regional Vice President from November 2009 to May 2014. From August 2007 to June 2009, he was Senior Vice President, Global Human Resources of Exterran Holdings. Mr. Muck joined Exterran Holdings through the acquisition of the compression services business of Dresser-Rand Company in August 2000, and prior to the merger of Hanover Compressor Company ("Hanover") and Universal Compression Holdings, Inc. ("Universal") to form Exterran Holdings, Inc., Mr. Muck served Hanover in a number of positions, including as Vice President, International Operations. He began his career with Ingersoll-Rand in 1975 and held various positions with both Ingersoll-Rand and Dresser Rand in field operations, sales and marketing. Mr. Muck received a B.S. in Business Administration and a B.S. in Mechanical Engineering from Kansas State University.

Mr. Daniel K. Schlanger will serve as our Senior Vice President, Sales and Marketing following the spin-off. Mr. Schlanger has served as Senior Vice President, Sales and Marketing of Exterran Holdings since February 2015 and as Senior Vice President and director of Exterran GP LLC since October 2006. Mr. Schlanger served as Chief Financial Officer of Exterran GP LLC from June 2006 through March 2009 and as Senior Vice President, Operations Services of Exterran Holdings from February 2009 through February 2015. From May 2006 until the merger of Hanover and Universal, Mr. Schlanger served as Vice President, Corporate Development of Universal Compression, Inc., a wholly owned subsidiary of Universal. From August 1996 through May 2006, Mr. Schlanger was employed as an investment banker with Merrill Lynch & Co. where he focused on the energy sector. Mr. Schlanger also served as an officer and director of certain other Exterran Holdings majority-owned subsidiaries. Mr. Schlanger holds a B.S. in Economics from the University of Pennsylvania.

Mr. Christopher T. Werner will serve as our Senior Vice President, Fabrication Services following the spin-off. Mr. Werner has served as Senior Vice President of Fabrication Services of Exterran Holdings since February 2015. Mr. Werner joined Exterran Holdings in 2009, as Vice President, Manufacturing, having served as Vice President, North America Manufacturing at Goodyear Tire & Rubber Co., a global tire manufacturer, from June 2005 to December 2008. He was Senior Vice President, Global Operations with GST AutoLeather, Inc., a private equity Tier 2 supplier in the automotive industry, from October 2003 to June 2005, and Vice President and General Manager of Hubbell Power Systems, a manufacturer of transmission, distribution and other products used by utilities, from October 2000 to December 2002. Prior to joining Hubbell, Mr. Werner served in various manufacturing leadership roles with the Hardware Division of Black & Decker, a diversified global provider of power tools, mechanical access and electronic security solutions and engineered fastening systems, from June 1993 to September 2000. Mr. Werner began his career with General Electric in 1985. He holds a B.S. in Chemical Engineering from the University of Arkansas.

Key Employees

The following table shows information about certain key members of our management team who will report to our President and Chief Executive Officer following the completion of the spin-off:

Name	Age	Position
Christine M. Michel	51	Senior Vice President, Global Human Resources and Communications
Valerie L. Banner	60	Vice President, General Counsel and Secretary

Ms. Christine M. Michel will serve as our Senior Vice President, Global Human Resources and Communications following the spin-off. Ms. Michel has served as Senior Vice President, Global Human Resources and Communications of Exterran Holdings since June 2009. Prior to joining Exterran Holdings, Ms. Michel served in a number of positions of increasing responsibility for Ford Motor Company since 1997, including as Executive Director, Human Resources, The Americas and Corporate Staffs; Executive Director, Global Compensation and Benefits; HR Manager, Corporate Finance; and HR Manager, Ford of Hungary. Ms. Michel received a B.S. in accounting and an M.B.A. from the University of Iowa.

Ms. Valerie L. Banner will serve as our Vice President, General Counsel and Secretary. Ms. Banner has served as Associate General Counsel of Exterran Holdings since June 2008 and as special counsel from August 2007 to June 2008. Prior to the merger of Hanover and Universal in August 2007, she served Universal as special counsel since December 2000, and served as Senior Vice President, General Counsel and Secretary from June 1998 through December 2000. Prior to joining Universal, Ms. Banner served as counsel for several publicly traded companies and was in private practice, having begun her career as an associate with Andrews & Kurth LLP. Ms. Banner also served as an officer and director of certain other Exterran Holdings majority-owned subsidiaries. Ms. Banner received a B.B.A. from Southern Methodist University and a J.D. from the University of Texas.

Committees of Our Board of Directors

Upon completion of the spin-off, the committees of our board of directors are expected to consist of an Audit Committee, a Compensation Committee and a Nominating and Governance Committee. Each of the Committees will be comprised entirely of independent nonmanagement directors.

Audit Committee. The Audit Committee will be responsible for overseeing (a) the integrity of our financial statements, (b) our compliance with legal and regulatory requirements, (c) the independent auditor's qualifications and independence, and (d) the performance of our internal auditor and independent auditor. The Audit Committee will be directly responsible for the appointment, compensation, retention and oversight of our independent registered public accounting firm. The committee, among other things, will also review and discuss our financial statements with management and the independent registered public accounting firm.

Upon the commencement of the listing of our common stock, the Audit Committee will consist of . We believe that will qualify as an independent director according to the rules and regulations of the SEC and the NYSE with respect to audit committee membership. We also believe that qualifies as an "audit committee financial expert," as such term is defined in Item 407(d)(5) of Regulation S-K. Our board of directors will adopt a written charter for the Audit Committee in connection with the spin-off, which will be available on our corporate website upon the completion of the spin-off.

Compensation Committee. The Compensation Committee will have overall responsibility for our officer compensation plans, policies and programs and will have the authority to engage and terminate any compensation consultant or other advisors to assist the committee in the discharge of its responsibilities. Our board of directors will adopt a written charter for the Compensation Committee in

connection with the spin-off, which will be available on our corporate website upon the completion of the spin-off.

Nominating and Governance Committee. The Nominating and Governance Committee, in addition to other matters, will: (1) identify and recommend qualified candidates to the board of directors for nomination as members of the board of directors; (2) make recommendations respecting the composition of the board of directors and its committees and (3) monitor compliance with corporate governance standards. Our board of directors will adopt a written charter for the Nominating and Governance Committee in connection with the spin-off, which will be available on our corporate website upon the completion of the spin-off.

Director Compensation

We currently anticipate that, following the completion of the spin-off, our non-employee directors will receive compensation for their service on the board. However, we have not yet developed or implemented a compensation program for our non-employee directors.

Compensation Committee Interlocks and Insider Participation

None of our executive officers have served as members of a compensation committee (or if no committee performs that function, the board of directors) of any other entity that has an executive officer serving as a member of our board of directors.

EXECUTIVE COMPENSATION

COMPENSATION DISCUSSION AND ANALYSIS

Executive Summary

For the purposes of the following Compensation Discussion and Analysis, certain individuals that were employed by Exterran Holdings during 2014 and that we expect will be our named executive officers as of the distribution date are identified below (collectively, our "Named Executive Officers"). These individuals, who would have been our 2014 named executive officers had we been a publicly listed company during 2014, as well as their positions with us following the spin-off, are as follows:

- *Jon C. Biro*, Senior Vice President and Chief Financial Officer;
- *Daniel K. Schlanger*, Senior Vice President, Sales and Marketing;
- *Steven W. Muck*, Senior Vice President, International Operations; and
- *Christopher T. Werner*, Senior Vice President, Fabrication Services.

During 2014, each of Messrs. Biro, Schlanger, Muck and Werner were employed by Exterran Holdings. Mr. Biro commenced employment with Exterran Holdings on September 22, 2014. During 2014, Mr. Muck served as Exterran Holdings' Regional Vice President of North America Operations through May 2014 and as its Vice President, Sales, Eastern Hemisphere thereafter. Mr. Werner served as Vice President of Manufacturing, during 2014. Messrs. Muck and Werner were promoted to Senior Vice President of International Operations and to Senior Vice President of Fabrication Services, respectively, of Exterran Holdings on February 2, 2015.

Exterran Holdings hired Andrew J. Way to serve as its Executive Vice President effective July 1, 2015. Effective as of the spin-off, Mr. Way will serve as our President and Chief Executive Officer and will be one of our named executive officers. Because he was not an employee or executive officer of us or Exterran Holdings or any of its affiliates during 2014, we have not included his 2014 compensation in the following discussion or the compensation tables that follow this Compensation Discussion and Analysis.

Exterran Holdings, its Chief Executive Officer and its compensation committee (the "Exterran Holdings Compensation Committee") determined the compensation of our Named Executive Officers during 2014. Accordingly, this section describes Exterran Holdings' compensation philosophy and programs as they pertain to the Named Executive Officers. Following the spin-off, we will have a compensation committee with responsibility for establishing our compensation philosophy and programs and determining appropriate payments and awards to our Named Executive Officers. Initially, we expect that our compensation programs and policies will be substantially similar to those utilized by Exterran Holdings immediately prior to the spin-off. However, our compensation committee has not yet been established, and we expect that our compensation committee will review these programs and policies following the spin-off. In addition, following the spin-off, we anticipate that our compensation committee will continue to develop our compensation structure, programs and policies in order to ensure that they meet our business needs and goals and that our compensation committee may make appropriate adjustments to our compensation programs and policies to ensure that they are competitive within the market in which we compete for talent.

Elements of Compensation

Exterran Holdings' executive compensation program is designed (i) to align executive officers' pay with individual and company performance in order to achieve growth, profitability and return for stockholders, and (ii) to attract and retain talented executives who are critical to short- and long-term

success. The key elements of our Named Executive Officers' compensation and the primary objectives of each are:

- *Base salary* attracts and retains talented executives, recognizes individual roles and responsibilities, and provides stable income;
- *Annual performance-based incentive compensation* promotes short-term performance objectives and rewards executives for their contributions toward achieving those objectives;
- *Long-term incentive compensation* aligns executives' interests with stockholders' interests, emphasizes long-term financial and operational performance, and helps retain key executives;
- *Retirement savings, health and welfare benefits* provide retirement income and protection against the financial hardship that can result from illness, disability or death; and
- *Severance benefit and change of control arrangements* aid in attracting and retaining executive talent, particularly during any potential transition period due to a change of control.

Each of these elements of compensation is further described below.

Exterran Holdings believes that its compensation program provides balanced incentives and does not create risks that are reasonably likely to have a material adverse effect on Exterran Holdings. Exterran Holdings periodically evaluates market best practices in executive compensation, and makes appropriate modifications to its program to ensure that it continues to meet these objectives.

Compensation Philosophy and Objectives

The primary objectives of Exterran Holdings' executive compensation program are to:

- *Pay competitively*—Exterran Holdings believes that, to attract, retain and motivate an effective management team with the level of expertise and experience needed to achieve consistent growth, profitability and return for stockholders, total compensation should be competitive with that of similarly-sized companies across a variety of industries and within the oilfield services sector, as further described below in "*How Exterran Holdings Determines Executive Compensation*."
- *Pay for performance*—The program's emphasis on performance-based, variable compensation is an important component of Exterran Holdings' overall compensation philosophy. Cash bonuses and equity-based incentive awards based on annual performance combined with time-based equity awards that vest over several years balance short-term and long-term business objectives.
- *Align management's interests with stockholders' interests*—The program's emphasis on equity-based compensation and ownership encourages executives to act strategically to drive sustainable long-term performance and enhance long-term stockholder value.

How Exterran Holdings Determines Executive Compensation

The Exterran Holdings Compensation Committee is responsible for establishing and overseeing compensation programs that are consistent with Exterran Holdings' compensation philosophy and Exterran Holdings' Chief Executive Officer is responsible for establishing and overseeing compensation programs for certain of its other employees, including, during 2014, Messrs. Muck and Werner. In carrying out this role, the Exterran Holdings Compensation Committee and Exterran Holdings' Chief Executive Officer consider the following:

- Current and past total compensation, including a review of base salary, short-term incentive pay and the value of long-term incentive awards received;

- With respect to Exterran Holdings' executive officers, data and analysis provided by the Exterran Holdings Compensation Committee's independent compensation consultant, as further detailed below;
- With respect to Exterran Holdings' executive officers, Exterran Holdings' Chief Executive Officer's recommendations;
- Company performance and operating unit performance (where applicable), as well as each executive's impact on performance;
- Each executive's relative scope of responsibility and potential;
- Individual performance and demonstrated leadership;
- Internal pay equity considerations; and
- Any other factors that the Exterran Holdings Compensation Committee or the Chief Executive Officer, as applicable, deems relevant.

No specific formula is used to determine the weight of any factor; rather, compensation is established based on the Exterran Holdings Compensation Committee's or Chief Executive Officer's, as applicable, assessment of all relevant information.

Compensation Consultant Analysis. For 2014, the Exterran Holdings Compensation Committee engaged Pearl Meyer & Partners, LLC ("PM&P"), an independent third-party compensation consultant, to:

- provide a competitive review of executive compensation, including base salary, annual incentives, long-term incentives and total direct compensation, compared with independent and objective market data; and
- provide information on how trends, new rules, regulations and laws impact executive and director compensation practice and administration.

For 2014, PM&P provided an analysis of data derived from (i) proxy statements filed by the members of Exterran Holdings' peer group, as further described below, and (ii) surveys of the compensation practices of companies in the oilfield services industry, the broader energy industry and across a variety of industries, in each case with annual revenues ranging from approximately $1.0 billion to $3.0 billion. In performing its analysis, PM&P generally placed more weight on the proxy compensation data than on the information derived from the compensation surveys.

In consultation with PM&P, the Exterran Holdings Compensation Committee selected Exterran Holdings' 2014 peer group as follows:

Basic Energy Services, Inc.	Flowserve Corporation	Patterson-UTI Energy, Inc.
Cameron International Corporation	Gardner Denver, Inc.	Regency Energy Partners, L.P.
Chicago Bridge & Iron Company N.V.	Key Energy Services, Inc.	RPC, Inc.
DCP Midstream Partners LP	McDermott International, Inc.	Superior Energy Services, Inc.
Dresser-Rand Group Inc.	Oceaneering International, Inc.	Willbros Group, Inc.
	Oil States International, Inc.	

Because many of Exterran Holdings' direct competitors are not publicly traded or are not of a comparable size, Exterran Holdings' peer group includes a diversity of oilfield services and related companies with a range of revenues and with both domestic and international operations. The Exterran Holdings Compensation Committee believes this peer group includes companies with which Exterran

Holdings competes for technical and managerial talent and provides an appropriate reference point for assessing the competitiveness of Exterran Holdings' compensation program.

For 2014, the Exterran Holdings Compensation Committee used PM&P's analysis to help structure a competitive executive compensation program, position executive compensation within a target range (by referencing the market at the 50th percentile), and make individual compensation decisions based on comparable positions at those companies with which it competes for talent. Because Messrs. Muck and Werner were not executive officers at the time the Exterran Holdings Compensation Committee made these compensation decisions, PM&P's analysis was not factored into the establishment of their compensation for 2014.

Role of Exterran Holdings' Chief Executive Officer. The most significant aspects of management's, including Exterran Holdings' Chief Executive Officer's, role in the compensation-setting process for 2014 were:

- Recommending (for executive officers) or establishing (for non-executive employees) compensation programs, compensation policies, compensation levels and incentive opportunities that are consistent with its business strategies;
- compiling, preparing and distributing materials for Compensation Committee review and consideration;
- recommending or establishing (as applicable) corporate performance goals on which performance-based compensation will be based; and
- assisting in the evaluation of, or evaluating, employee performance.

Exterran Holdings' Chief Executive Officer has annually reviewed the performance of each of the other executive officers and recommends salary adjustments, annual cash incentives and long-term incentive awards, which the Exterran Holdings Compensation Committee considers along with the other factors discussed above. Exterran Holdings' Chief Executive Officer also determines compensation for certain of its non-executive employees. We expect that following the spin-off, our Chief Executive Officer will annually review the performance of each of our other executive officers and key employees.

Base Salary

The Named Executive Officers received base salaries from Exterran Holdings in 2014 to compensate them for services rendered to Exterran Holdings. Exterran Holdings determined that, to attract external executive talent and support the development and retention of current executives, base pay should be competitive, as described above.

The 2014 base salaries for our Named Executive Officers were:

Executive Officer	Title	2014 Base Salary ($)
Jon C. Biro(1)	Senior Vice President and Chief Financial Officer	420,000
Daniel K. Schlanger(2)	Senior Vice President, Sales and Marketing	420,000
Steven W. Muck(3)	Senior Vice President, International Operations	350,000
Christopher T. Werner(4)	Senior Vice President, Fabrication Services	287,012

(1) Mr. Biro joined Exterran Holdings on September 22, 2014, and the chart above reflects his base salary upon hire.

(2) In February 2014, the Exterran Holdings Compensation Committee increased Mr. Schlanger's annual base salary from $365,000 to $420,000, effective as of March 2014. The chart above reflects Mr. Schlanger's base salary following such increase.

(3) In March 2014, Mr. Muck's annual base salary was increased from $302,444 to $310,000 as part of Exterran Holdings' annual merit review. In May 2014, Mr. Muck's annual base salary was further increased to $350,000 in connection with his promotion to Vice President, Sales, Eastern Hemisphere. The chart above reflects Mr. Muck's base salary following such increase.

(4) In March 2014, Mr. Werner's annual base salary was increased from $278,652 to $287,012 as part of Exterran Holdings' annual merit review. The chart above reflects Mr. Werner's base salary following such increase. In addition, Mr. Werner's annual base salary was further increased to $300,000 in connection with his promotion to Senior Vice President, Fabrication Services in February 2015.

In connection with Exterran Holdings' hiring of Mr. Way in June 2015, Exterran Holdings entered into an offer of employment with him which provides for an initial base salary equal to $750,000. Mr. Way's offer letter (the "CEO Offer Letter") is described in more detail below under "New Executive Employment Letters."

Following the completion of the spin-off, we currently expect that our Named Executive Officers will continue to receive the same annualized base salaries as they received prior to the spin-off.

Annual Performance-Based Incentive Compensation

In 2014, our Named Executive Officers participated in Exterran Holdings' 2014 short-term incentive program (the "Exterran Holdings 2014 Incentive Program"). Each Named Executive Officer's cash incentive target was a specified percentage of his individual base salary in 2014 (after taking into account the base salary adjustments discussed above under "Base Salary"). In determining the cash incentive opportunity for each Named Executive Officer, the Exterran Holdings Compensation Committee, or with respect to Messrs. Muck and Werner, Exterran Holdings' Chief Executive Officer, considered the factors discussed above under "How Exterran Holdings Determines Executive Compensation." Mr. Way was not employed by us or Exterran Holdings during 2014 and, accordingly, did not participate in the Exterran Holdings 2014 Incentive Program.

Under the Exterran Holdings 2014 Incentive Program, each Named Executive Officer's cash incentive target was:

Executive Officer	Title	2014 Cash Incentive Target (% of base salary)	2014 Cash Incentive Target ($)
Jon C. Biro	Senior Vice President and Chief Financial Officer	70	294,000(1)
Daniel K. Schlanger	Senior Vice President, Sales and Marketing	70	294,000
Steven W. Muck	Senior Vice President, International Operations	70	245,000(2)
Christopher T. Werner	Senior Vice President, Fabrication Services	40	114,805(3)

(1) Reflects Mr. Biro's annualized 2014 cash incentive target.

(2) In May 2014, in connection with his promotion to Vice President, Sales, Eastern Hemisphere, Mr. Muck's cash incentive target was increased from 40% of base salary to 70% of base salary. The chart above reflects Mr. Muck's cash incentive target following such increase.

(3) Reflects Mr. Werner's incentive target for 2014. Following his promotion in February 2015, Mr. Werner's incentive target was increased to 60% of base salary.

Each Named Executive Officer's potential cash payout under the Exterran Holdings 2014 Incentive Program ranged from 0% to 200% of his incentive target; however, Exterran Holdings had discretion to increase each Named Executive Officer's actual cash payout above 200% of his incentive target for extraordinary Exterran Holdings and individual performance during 2014.

Under the Exterran Holdings 2014 Incentive Program, the Exterran Holdings Compensation Committee or, with respect to Messrs. Muck and Werner, Exterran Holdings' Chief Executive Officer, could determine actual payouts to the Named Executive Officers by considering (i) for all Named Executive Officers, Exterran Holdings' performance, including an assessment of EBITDA, as adjusted, achieved by Exterran Holdings for 2014, (ii) for Messrs. Schlanger and Werner, results achieved by the Operations Services Group, and for Mr. Muck, results achieved by the Eastern Hemisphere unit, (iii) each officer's individual contribution toward Exterran Holdings' and/or operating unit performance, including his demonstrated leadership and implementation of Exterran Holdings' business strategy, (iv) the recommendations of Exterran Holdings' Chief Executive Officer, and (v) any other factors or criteria that the Exterran Holdings Compensation Committee or Exterran Holdings' Chief Executive Officer, as applicable, chose to consider, in its or his discretion. No specific weight was given to any of these factors.

To assess Exterran Holdings' 2014 performance, the Exterran Holdings Compensation Committee considered where EBITDA, as adjusted, for purposes of the Exterran Holdings 2014 Incentive Program, achieved for 2014 fell within the following target range:

	Below Threshold	Threshold	Target	Maximum	2014 Actual
EBITDA, as adjusted (in millions)(1)	<$ 548	$ 548	$ 685	$ 822	$ 671
Company performance percentage	0	50%	100%	150%	95%

(1) EBITDA, as adjusted, is calculated as net income (loss) excluding income (loss) from discontinued operations (net of tax), cumulative effect of accounting changes (net of tax), income taxes, interest expense (including debt extinguishment costs and gain or loss on termination of interest rate swaps), depreciation and amortization expense, impairment charges, restructuring charges, non-cash gains or losses from foreign currency exchange rate changes recorded on intercompany obligations, expensed acquisition costs and other charges. EBITDA, as adjusted for purposes of the Exterran Holdings 2014 Incentive Program, makes further adjustments, in the Exterran Holdings Compensation Committee's discretion, relating to certain items that are generally unusual or non-recurring in nature. EBITDA, as adjusted for purposes of the Exterran Holdings 2014 Incentive Program, also reflects the Exterran Holdings Compensation Committee's revised target and range, and Exterran Holdings' results, relating to the acquisitions of assets from MidCon Compression, L.L.C. in April and August 2014.

To assess 2014 operating unit performance, the Exterran Holdings Compensation Committee (or, for Messrs. Muck and Werner, Exterran Holdings' Chief Executive Officer) considered the performance indicators shown below. For each of the Latin America, North America and Eastern Hemisphere operating units, the specified financial performance indicators were collectively weighted at 60% to 70%, and the specified customer service, people and safety performance indicators were collectively weighted at 30% to 40%. For each of the Operations Services and the Corporate Services operating units, the specified financial performance indicators were collectively weighted at 80%, and the specified people and safety performance indicators were collectively weighted at 20%. Based on this

assessment, achievement percentages for Exterran Holdings' operating units were determined to range from 103% to 118%.

Performance Indicator(1)	Operating Unit: Latin America	North America	Eastern Hemisphere	Operations Services	Corporate Services
Financial	Operating cash flow Contract operations and fabrication bookings	Operating cash flow Fabrication bookings Field optimization savings Net change in horsepower utilization	Operating cash flow Fabrication bookings Net change in horsepower utilization	EBITDA Fabrication bookings gross margin Working capital	Blended financial performance of Latin America, North America, Eastern Hemisphere and Operations Services operating units
Customer Service	Service availability percentage	Service availability percentage	Service reliability percentage	Not applicable	Not applicable
People	Supervisor effectiveness	Supervisor effectiveness	Supervisor effectiveness	Supervisor effectiveness	Supervisor effectiveness
Safety	Preventable vehicle incident rate Total recordable incident rate	Preventable vehicle incident rate Total recordable incident rate	Total recordable incident rate	Total recordable incident rate	Total recordable incident rate

(1) Exterran Holdings has not disclosed Exterran Holdings' target levels with respect to the achievement of these operating unit performance indicators because they are derived from internal analyses reflecting its business strategy and will not otherwise be publicly disclosed. Exterran Holdings believes its disclosure would provide Exterran Holdings' competitors, customers and other third parties with significant insights regarding Exterran Holdings' confidential business strategies that could cause substantial competitive harm.

Finally, the Exterran Holdings Compensation Committee or, with respect to Messrs. Muck and Werner, Exterran Holdings' Chief Executive Officer, considered each Named Executive Officer's individual contribution toward Exterran Holdings and/or operating unit performance including, as individually applicable, implementation of operational improvements, contribution toward Exterran Holdings' performance goals and initiatives and demonstrated leadership ability. During its assessment of 2014 performance for each Named Executive Officer other than Mr. Werner, who was not a direct report of Exterran Holdings' Chief Executive Officer during 2014 and, consequently, not a member of

the senior management team of Exterran Holdings during 2014, the Exterran Holdings Compensation Committee also considered Exterran Holdings' extraordinary performance during 2014, including, among other significant accomplishments:

- organic growth of 261,000 operating compression horsepower in North America;
- the completion and successful integration of two major asset acquisitions that increased operating compression horsepower by an additional 554,000 horsepower in North America;
- execution of several major long-term contracts for the provision of contract operations services in Latin America;
- initiation of a dividend program and payment of four quarterly dividends of $0.15 per share during the year;
- the successful launch of Exterran Holdings' C-Series line of configurable compressor packages;
- the implementation of significant organizational design changes to simplify Exterran Holdings' operating structure;
- the achievement of the lowest injury rates and best overall safety record in Exterran Holdings' history, and
- the announcement of the spin-off.

Following its assessment of Exterran Holdings' performance, operating unit performance, individual performance and the additional factors discussed above, the Exterran Holdings Compensation Committee approved the following cash payments under the Exterran Holdings 2014 Incentive Program to our Named Executive Officers. These amounts were paid in March 2015.

Executive Officer	Title	2014 Incentive Program Payout ($)
Jon C. Biro	Senior Vice President and Chief Financial Officer	100,000(1)
Daniel K. Schlanger	Senior Vice President, Sales and Marketing	600,000
Steven W. Muck	Senior Vice President, International Operations	425,000
Christopher T. Werner	Senior Vice President, Fabrication Services	133,258

(1) Mr. Biro's cash payment under the Exterran Holdings 2014 Incentive Program reflects the period of time he was employed by Exterran Holdings during 2014.

With respect to the calendar year in which the spin-off is completed, we expect to adopt a cash incentive program for the benefit of our executives, including our Chief Executive Officer and Named Executive Officers, covering the portion of such year following the completion of the spin-off. Our executives will remain eligible to receive cash incentive compensation under Exterran Holdings' cash incentive program for the portion of such year prior to the completion of the spin-off. In subsequent years, we expect that our Named Executive Officers will be eligible to earn annual cash incentive awards based on the attainment of specified company and/or individual performance objectives established by our compensation committee. The applicable terms and conditions of the cash incentive awards will be determined by our compensation committee.

Following the completion of the spin-off, pursuant to the CEO Offer Letter, Mr. Way will be eligible for an annual bonus targeted at 100% of base salary. We currently expect that, following the completion of the spin-off, our Named Executive Officers will continue to be eligible for the same target annual bonuses as prior to the completion of the spin-off.

Long-Term Incentive Compensation

The Exterran Holdings Compensation Committee believes that awarding a meaningful portion of our Named Executive Officers' total compensation in the form of long-term incentive compensation aligns executives' interests with our stockholders' interests, emphasizes long-term financial and operational performance and helps to retain key executives. Specifically, grants of:

- *Exterran Holdings Stock Options* incentivize key employees to work toward long-term performance objectives and the goal to achieve future stockholder appreciation, because options have value only when the value of common stock increases;

- *Exterran Holdings Restricted Stock and Restricted Stock Units* incentivize key employees to work toward long-term performance goals by aligning their interests with stockholders' interests;

- *Exterran Holdings Performance Awards* encourage long-range planning through performance factors designed to focus key employees on year-over-year performance improvements and initiatives and reward sustained stockholder value creation; and

- *Exterran Partners Phantom Units* with distribution equivalent rights ("DERs") emphasize Exterran Holdings' growth objectives with respect to Exterran Partners. Exterran Partners is a master limited partnership that provides natural gas contract operations services to customers throughout the U.S. which Exterran Holdings controls and in which Exterran Holdings has an equity interest. DERs are the right to receive cash distributions on the units.

Grants of stock options, restricted stock, restricted stock units and performance awards during calendar year 2014 were made under the Exterran Holdings, Inc. 2013 Stock Incentive Plan (the "Exterran Holdings 2013 Plan"), which is administered by the Exterran Holdings Compensation Committee. Awards of Exterran Partners phantom units are made from the Exterran Partners, L.P. Long-Term Incentive Plan (the "Partnership Plan"), which is administered by the compensation committee of Exterran GP LLC, Exterran Partners' managing general partner.

Equity-based long-term incentive awards ("LTI Awards") are granted and valued based on the market closing price of Exterran Holdings' common stock or Exterran Partners' common units on the date of approval by the applicable compensation committee. LTI Awards to officers and employees generally vest one-third per year over a three-year period, subject to continued service through each vesting date. In addition, LTI Awards may be subject to accelerated vesting as described below under "*Information Regarding Executive Compensation—Potential Payments upon Termination or Change of Control*."

Performance awards are payable based on achievement of certain specified performance indicators. Payout amounts under the performance awards are determined following the conclusion of the performance period, which is generally one year, and may be settled in shares of Exterran Holdings' common stock or in cash, as determined by the Exterran Holdings Compensation Committee.

The Exterran Holdings Compensation Committee typically establishes its schedule for making annual LTI Awards several months in advance, and does not make such awards based on knowledge of material nonpublic information or in response to Exterran Holdings' stock price. This practice results in awards being granted on a regular, predictable cycle, after earnings information has been disseminated to the marketplace. Equity-based awards are occasionally granted at other times during the year, such as upon the hiring of a new employee or following the promotion of an employee. In some instances, the Exterran Holdings Compensation Committee may be aware, at the time grants are made, of matters or potential developments that are not ripe for public disclosure at that time but that may result in public announcement of material information at a later date.

Exterran Holdings 2014 LTI Awards. In determining the Exterran Holdings 2014 LTI Awards for each Named Executive Officer, the Exterran Holdings Compensation Committee considered the factors

discussed above under "How Exterran Holdings Determines Executive Compensation," and also reviewed share utilization with respect to the Exterran Holdings 2013 Plan, potential overhang and burn rate under various award scenarios. As shown in the Grants of Plan-Based Awards Table for 2014 below, Mr. Schlanger received a mix of stock options, restricted stock, performance units and Exterran Partners phantom units (awarded by Exterran Partners' compensation committee) and Messrs. Muck and Werner received restricted stock and performance units. The Exterran Holdings 2014 LTI Award for Mr. Biro consisted of a new hire grant comprised entirely of restricted stock. Mr. Way was not employed by us or Exterran Holdings during 2014 and, accordingly, did not receive any LTI Awards during 2014.

Exterran Holdings 2014 Performance Units. The performance units awarded to the Named Executive Officers (other than Mr. Biro) in 2014 (the "Exterran Holdings 2014 Performance Units") were payable based on Exterran Holdings' EBITDA, as adjusted, achieved during the performance period from January 1, 2014 through December 31, 2014. The potential number of 2014 Performance Units that could be earned ranged from 0% to 150% of the target grant value. The Exterran Holdings 2014 Performance Unit target range for EBITDA, as adjusted, and the results achieved by Exterran Holdings for 2014 as approved by the Exterran Holdings Compensation Committee, were as follows:

	Below Threshold	Threshold	Target	Maximum	Company Performance/ Payout Percentage Achieved
EBITDA, as adjusted (in millions)(1)	<$548	$ 548	$ 685	$ 822	$ 671
Payout as a percentage of target value	0%	50%	100%	150%	95%

(1) EBITDA, as adjusted, is calculated as net income (loss) excluding income (loss) from discontinued operations (net of tax), cumulative effect of accounting changes (net of tax), income taxes, interest expense (including debt extinguishment costs and gain or loss on termination of interest rate swaps), depreciation and amortization expense, impairment charges, restructuring charges, non-cash gains or losses from foreign currency exchange rate changes recorded on intercompany obligations, expensed acquisition costs and other charges. EBITDA, as adjusted for purposes of the Exterran Holdings 2014 Performance Units, makes further adjustments, in the Exterran Holdings Compensation Committee's discretion, relating to certain items that are generally unusual or non-recurring in nature. EBITDA, as adjusted for purposes of the Exterran Holdings 2014 Performance Units, also reflects the Exterran Holdings Compensation Committee's revised target and range, and Exterran Holdings' results, relating to the acquisitions of assets from MidCon Compression, L.L.C in April and August 2014.

The earned Exterran Holdings 2014 Performance Units vest one-third per year over a three-year period, subject to continued service through each vesting date, and are payable in cash based on the market closing price of Exterran Holdings' common stock on the applicable vesting date. The Exterran Holdings 2014 Performance Units are subject to accelerated vesting as described under "Severance Benefit Agreements and Change of Control Arrangements" below. See the Grants of Plan-Based Awards Table for 2014 below for more information about the Exterran Holdings 2014 Performance Units awarded to our Named Executive Officers.

In connection with the spin-off, we intend to adopt a 2015 Stock Incentive Plan (the "2015 Plan") in order to facilitate the grant of long-term incentives to employees (including our Named Executive Officers and our Chief Executive Officer) and consultants of our company and its affiliates and to our directors and to obtain and retain the services of these individuals, which is essential to our long-term success. However, we have not yet determined the terms and conditions of the 2015 Plan.

In addition, following the completion of the spin-off, pursuant to the CEO Offer Letter, we expect to grant to Mr. Way, under the 2015 Plan, a restricted stock award valued, in the aggregate, at

$4,000,000. We anticipate that Mr. Way's restricted stock award will vest ratably over a three-year period, subject to continued service through each vesting date. We do not expect to grant any other equity awards to Mr. Way during calendar year 2015.

The Exterran Holdings equity awards held by our Named Executive Officers that are outstanding immediately prior to the spin-off will be subject to certain adjustments in connection with the spin-off, as described under the section above entitled "The Spin-Off—Treatment of Stock-Based Awards."

Retirement Savings, Health and Welfare Benefits

In 2014, our Named Executive Officers participated in benefit programs sponsored by Exterran Holdings and its affiliates on generally the same basis as other salaried employees of Exterran Holdings in the country in which they are based. These benefits are designed to provide retirement income and protection against the financial hardship that can result from illness, disability or death. We anticipate that, following the spin-off, our Chief Executive Officer and Named Executive Officers and employees will be eligible to participate in a similar complement of retirement, health and welfare benefit plans and programs.

Retirement Savings Plan. The Exterran Holdings 401(k) Plan allows certain employees who are U.S. citizens, including our Named Executive Officers in 2014, to defer a portion of their eligible salary, up to the Internal Revenue Code (the "Code") maximum deferral amount, on a pre-tax basis. Participants make contributions to an account maintained by an independent trustee and direct how those contributions are invested. Exterran Holdings matches 100% of a participant's contribution to a maximum of 1% of his or her annual eligible compensation, plus 50% of the participant's contribution from 2% to a maximum of 6% of his or her annual eligible compensation, for a total company match of up to 3.5% of annual eligible compensation. Participants vest in the matching contributions after two years of employment. Exterran Holdings also maintains an International Savings Plan designed to provide comparable benefits to certain employees who are not U.S. citizens.

Deferred Compensation Plan. The Exterran Holdings Deferred Compensation Plan allows certain key employees who are U.S. citizens, including our Named Executive Officers in 2014, to defer receipt of their compensation, including up to 100% of their salaries and bonuses, and be credited with company contributions designed to serve as a make-up for the portion of the employer-matching contribution that cannot be made under the Exterran Holdings 401(k) Plan due to Code limits. Participants generally must make elections relating to compensation deferrals and plan distributions in the year preceding that in which the compensation is earned. Contributions to the Exterran Holdings Deferred Compensation Plan are self-directed investments in the various funds available under the plan. There are thus no interest calculations or earnings measures other than the performance of the investment funds selected by the participant. Participants direct how their contributions are invested and may change these elections at any time, provided that such changes in elections comply with Section 409A of the Code. We anticipate establishing a deferred compensation plan prior to the completion of the spin-off for the benefit of our employees, as described in greater detail below.

Health and Welfare Benefit Plans. Exterran Holdings maintains a standard complement of health and welfare benefit plans for its employees, including our Named Executive Officers in 2014, which provide medical, dental and vision benefits, flexible spending accounts, short-term and long-term disability insurance, accidental death and dismemberment insurance and life insurance coverage. These benefits were provided to our Named Executive Officers in 2014 on the same terms and conditions as they are provided to other employees of Exterran Holdings.

Perquisites. As in prior years, Exterran Holdings provided limited perquisites during 2014. Certain of our Named Executive Officers were entitled to a taxable benefit of tax preparation and planning services. Certain employees who are asked to relocate receive an expatriate compensation package,

which generally includes assistance with housing and education expenses and, where applicable, a hardship premium. Exterran Holdings' policies prohibit tax gross-ups on perquisites, other than gross-ups provided pursuant to an expatriate tax equalization plan, policy or arrangement.

Severance Benefit Agreements and Change of Control Arrangements

Severance Benefit and Change of Control Agreements. As of December 31, 2014, Exterran Holdings was party to severance benefit agreements and change of control agreements with each of Messrs. Biro, Schlanger and Muck. Neither Mr. Way nor Mr. Werner was a party to a severance benefit agreement or change of control agreements with Exterran Holdings during 2014. However, Mr. Werner entered into severance benefit and change of control agreements with Exterran Holdings in February 2015, and Mr. Way entered into such agreements upon his commencement of employment with Exterran Holdings in July 2015.

The Exterran Holdings Compensation Committee believes these types of agreements are a customary part of executive compensation and, therefore, necessary to attract and retain executive talent. The change of control agreements are structured as "double trigger" agreements. In other words, the change of control alone does not trigger benefits; rather, benefits are paid only if the executive incurs a qualifying termination of employment within 18 months following a change of control.

We anticipate entering into new severance benefit agreements and change of control agreements with some or all of our Named Executive Officers effective as of the spin-off. Each severance benefit agreement and change of control agreement with our Named Executive Officers is expected to be substantially similar to the severance benefit agreements and change of control agreements between our Named Executive Officers and Exterran Holdings prior to the spin-off. Any Named Executive Officer who does not enter into a new severance benefit agreement and change of control agreement with us may retain the rights set forth in his existing severance benefit and change of control agreements.

See "*Information Regarding Executive Compensation—Potential Payments upon Termination or Change of Control*," below, for a description of the terms of the change of control agreements and the severance benefit agreements, as well as estimates of the potential payouts under those agreements.

Equity Plans. The Exterran Holdings, Inc. Amended and Restated 2007 Stock Incentive Plan (the "Exterran Holdings 2007 Plan"), the Exterran Holdings 2013 Plan and the Partnership Plan each permit, the accelerated vesting of outstanding equity awards upon a change of control. The outstanding award agreements for awards granted to employees under the Exterran Holdings 2007 Plan provide that, only the portion of the award scheduled to vest within the 12 months following a change of control will vest upon the change of control, with the remainder of the award continuing to vest as per the original vesting schedule, unless a change of control is followed by a qualifying termination of employment (in which case the award will vest in full upon such termination). The outstanding award agreements for awards granted to employees under the Partnership Plan prior to March 2014 provide for full accelerated vesting of the award upon a change of control. In March 2014, Exterran Holdings determined to eliminate any single-trigger accelerated vesting with respect to future equity awards in order to incentivize its employees to remain in employment following a change of control. The award agreements for all awards granted to employees under the Exterran Holdings 2013 Plan and the Partnership Plan during or after March 2014 do not provide for accelerated vesting upon a change of control unless the grantee incurs a qualifying termination of employment within eighteen months following the change of control (in which case the award will vest in full upon such termination). See "*Information Regarding Executive Compensation—Potential Payments upon Termination or Change of Control*," below, for more information about equity vesting under various circumstances.

401(k) Plan. The Exterran Holdings 401(k) Plan provides for accelerated vesting of any unvested employer matching contributions following a change of control.

Other Policies and Considerations

Stock Ownership Requirements. The Exterran Holdings Compensation Committee believes that stock ownership requirements closely align its officers' interests with those of its stockholders by ensuring its officers have a meaningful ownership stake in Exterran Holdings. Certain of our Named Executive Officers were required to hold an amount of Exterran Holdings' common stock with a market value of at least three times their annual base salary. Executive officers generally have five years from their date of hire or promotion, respectively, to meet Exterran Holdings' stock ownership requirement. As of December 31, 2014, each Named Executive Officer who was subject to this policy was in compliance with it. We anticipate implementing a stock ownership policy applicable to our Named Executive Officers and Chief Executive Officer following the spin-off; however, the terms and conditions of any such stock ownership policy have not yet been determined.

Prohibition on Hedging. Exterran Holdings maintains a policy prohibiting all employees and directors from entering into any transaction designed to hedge or offset any decrease in the market value of Exterran Holdings' equity securities, including purchasing financial instruments (such as variable forward contracts, equity swaps, collars or exchange funds), or otherwise trading in market options (such as puts or calls), warrants, or other derivative instruments of Exterran Holdings' equity securities. We anticipate implementing a similar prohibition on hedging effective following the spin-off.

Tax and Accounting Considerations:

Section 162(m) of the Code. Section 162(m) of the Code generally disallows the deductibility of certain compensation expenses in excess of $1,000,000 to any one executive officer within a fiscal year. Compensation that is "performance-based" is excluded from this limitation. For compensation to be "performance-based," it must meet certain criteria, including performance goals approved by Exterran Holdings' stockholders and, in certain cases, objective targets based on performance goals approved by Exterran Holdings' stockholders. Exterran Holdings believes that maintaining the discretion to evaluate the performance of its executive officers through the use of performance-based compensation is an important part of Exterran Holdings' responsibilities and benefits Exterran Holdings' stockholders, even if it may be non-deductible under Section 162(m) of the Code. The Exterran Holdings Compensation Committee, in coordination with management, periodically assesses the potential application of Section 162(m) of the Code on incentive compensation awards and other compensation decisions. Following the spin-off, we expect that our compensation committee will periodically assess the potential application of Section 162(m) of the Code on incentive compensation awards and other compensation decisions with respect to our executive officers.

Section 280G of the Code. Section 280G of the Code disallows a tax deduction for excess parachute payments to certain executives of companies that undergo a change of control. In addition, Section 4999 of the Code imposes a 20% excise tax on the individual with respect to the excess parachute payment. Parachute payments are compensation linked to or triggered by a change of control and may include, but are not limited to, bonus payments, severance payments, certain fringe benefits, and payments and acceleration of vesting from long-term incentive plans including stock options and other equity-based compensation. Excess parachute payments are parachute payments that exceed a threshold determined under Section 280G of the Code based on the executive's prior compensation.

Section 409A of the Code. Section 409A of the Code requires that "nonqualified deferred compensation" be deferred and paid under plans or arrangements that satisfy the requirements of the statute with respect to the timing of deferral elections, timing of payments and certain other matters. Failure to satisfy these requirements can expose employees and other service providers to accelerated income tax liabilities, substantial additional taxes and interest on their vested compensation under such plans. Accordingly, as a general matter, it is Exterran Holdings' and our intention to design and administer our respective compensation and benefit plans and arrangements for all of our employees

and other service providers, including our Named Executive Officers, so that they are either exempt from, or satisfy the requirements of, Section 409A of the Code.

New Executive Employment Letters

Exterran Holdings has entered into the CEO Offer Letter with Mr. Way which describes the terms and conditions of his employment with Exterran Holdings which commenced on July 1, 2015 and with us following the spin-off. We anticipate that we will assume Exterran Holdings' obligations under the CEO Offer Letter at the effective time of the spin-off. In addition, in connection with the spin-off, we anticipate entering into new employment letters with some or all of our Named Executive Officers (the "NEO Employment Letters") which will set forth the terms and conditions of their employment with us following the spin-off. These material terms of these employment letters are described in more detail below.

CEO Offer Letter

Pursuant to the CEO Offer Letter, Mr. Way commenced employment with Exterran Holdings on July 1, 2015, and he will serve as Executive Vice President of Exterran Holdings until the spin-off. Effective as of the completion of the spin-off, Mr. Way will serve as our President and Chief Executive Officer. The CEO Offer Letter provides that Mr. Way will be eligible to receive an initial annual base salary of $750,000 and an annual short term incentive targeted at 100% of base salary, and to participate in all employee benefit plans maintained by us for the benefit of our executive officers generally. Mr. Way also received a one-time cash signing bonus in the amount of $2,000,000 in connection with his commencement of employment with Exterran Holdings, which is intended, in part, to compensate Mr. Way for the value of the expatriate compensation package that he would have been entitled to receive from his prior employer during 2015 had his employment not terminated. Mr. Way must repay the signing bonus in full in the event that either: (i) he voluntarily terminates employment prior to July 1, 2016, and the spin-off has not been completed at the time of such termination or (ii) the spin-off occurs on or prior to July 1, 2016 and he voluntarily terminates employment prior to July 1, 2017.

Following the completion of the spin-off, the CEO Offer Letter provides that Mr. Way will be granted a restricted stock award pursuant to the 2015 Plan valued, in the aggregate, at $4,000,000. Mr. Way's restricted stock award will vest ratably over the three year period following the grant date, subject to continued service through each vesting date. As noted above, we do not expect to grant any other equity awards to Mr. Way during calendar year 2015. The CEO Offer Letter also indicates that, commencing with fiscal year 2016, we anticipate that Mr. Way may receive annual grants of equity awards valued, in the aggregate, at $3,300,000, subject to annual review in the discretion of our compensation committee.

Pursuant to the CEO Offer Letter, upon his commencement of employment with Exterran Holdings, Mr. Way entered into severance benefit and change of control agreements with Exterran Holdings. Upon the completion of the spin-off, these agreements will terminate and Mr. Way will enter into new severance benefit and change of control agreements with us. For additional detail regarding these severance benefit and change of control agreements, see "*Information Regarding Executive Compensation—Potential Payments upon Termination or Change of Control*" below.

NEO Employment Letters

We have not yet entered into new employment letters with our Named Executive Officers. However, as noted above, we expect that we will enter into NEO Employment Letters with some or all of our Named Executive Officers on or before the spin-off, which will become effective as of the completion of the spin-off.

We anticipate that each NEO Employment Letter will include the applicable Named Executive Officer's post-spin-off title and provide for standard compensation and benefits, including an annual base salary, a target annual short-term incentive, annual long-term equity incentives and participation in all employee benefit plans maintained by us for the benefit of our executive officers generally. Each NEO Employment Letter is also expected to provide for the payment of a retention incentive to the applicable Named Executive Officer, either in cash, shares of restricted stock, or a combination of both.

In addition, pursuant to the NEO Employment Letters, we expect that the Named Executive Officers will enter into new severance benefit and change of control agreements with us which will become effective upon the closing of the spin-off. Any Named Executive Officer who does not enter into an NEO Employment Letter, severance benefit agreement and change of control agreement may retain the rights set forth in his existing severance benefit and change of control agreements. For additional detail regarding these severance benefit and change of control agreements, see "*Information Regarding Executive Compensation—Potential Payments upon Termination or Change of Control*" below.

INFORMATION REGARDING EXECUTIVE COMPENSATION

The tables below set forth certain compensation information paid or awarded by Exterran Holdings during the year ended December 31, 2014. As noted above, because Mr. Way was not employed by us or Exterran Holdings in 2014, his 2014 compensation is not included in the tables below.

Summary Compensation Table for 2014

The following table shows the compensation paid during 2014 to our Named Executive Officers by Exterran Holdings. Positions reflect positions with us, and not positions with Exterran Holdings during 2014.

Name and Title	Year	Salary ($)	Stock Awards ($)(1)	Option Awards ($)(2)	Non-Equity Incentive Plan Compensation ($)(3)	All Other Compensation ($)(4)	Total ($)
Jon C. Biro, Senior Vice President and Chief Financial Officer	2014	113,077(5)	499,974	—	100,000	5,151	718,202
Daniel K. Schlanger, Senior Vice President, Sales and Marketing	2014	407,308	511,980	279,995	600,000	64,447	1,863,730
Steven W. Muck, Senior Vice President, International Operations	2014	334,718	632,646	—	425,000	35,155	1,427,519
Christopher T. Werner, Senior Vice President, Fabrication Services	2014	285,717	232,626	—	133,258	20,510	672,111

(1) The amounts in this column represent the grant date fair value of (a) restricted shares of Exterran Holdings' common stock, (b) Exterran Holdings 2014 Performance Units, as finally determined by the Exterran Holdings Compensation Committee following the conclusion of the applicable performance period, and (c) Exterran Partners phantom units, awarded and recognized by Exterran Partners. The grant date fair value of these awards was calculated in accordance with the Financial Accounting Standards Board Accounting Standards Codification 718, "Stock Compensation" ("ASC 718"). For a discussion of valuation assumptions, see Note 18 to the

consolidated financial statements in Exterran Holdings' Annual Report on Form 10-K for the year ended December 31, 2014.

(2) The amounts in this column for 2014 represent the grant date fair value of options to purchase Exterran Holdings' common stock, calculated in accordance with ASC 718. For a discussion of valuation assumptions, see Note 18 to the consolidated financial statements in Exterran Holdings' Annual Report on Form 10-K for the year ended December 31, 2014.

(3) The amounts in this column for 2014 represent cash payments under the Exterran Holdings 2014 Incentive Program, which covered the compensation measurement and performance year ended December 31, 2014, and were paid during the first quarter of 2015.

(4) The amounts in this column for 2014 include the following:

Name	401(k) Plan Company Contribution ($)(a)	Deferred Compensation Plan Company Contribution ($)(b)	Tax Preparation and Planning Services ($)	DERs / Dividends ($)(c)	Other ($)	Total ($)
Jon C. Biro	3,452	—	—	1,699	—	5,151
Daniel K. Schlanger	9,100	4,931	5,000	45,416	—	64,447
Steven W. Muck	9,100	2,511	—	13,544	10,000(d)	35,155
Christopher T. Werner	9,100	2,111	—	9,299	—	20,510

(a) The amounts shown represent Exterran Holdings' matching contributions for 2014.

(b) Our Named Executive Officers could contribute up to 100% of their base pay and bonus to the Exterran Holdings Deferred Compensation Plan, which Exterran Holdings matched for 2014 up to a maximum of 3.5% of the executive's annual eligible compensation, less Exterran Holdings' matching contributions to the executive's 401(k) account.

(c) Represents cash payments pursuant to (i) dividends on unvested restricted shares of Exterran Holdings' common stock awarded under the Exterran Holdings 2007 Plan and Exterran Holdings 2013 Plan, (ii) dividend equivalents accrued in 2014 which were paid in March 2015 on unvested Exterran Holdings 2014 Performance Units awarded under the Exterran Holdings 2013 Plan as finally determined by the Exterran Holdings Compensation Committee following conclusion of the 2014 performance period, and (iii) DERs on unvested Exterran Partners phantom units awarded under the Partnership Plan.

(d) Represents a $10,000 housing allowance received by Mr. Muck while serving on assignment while based in Dubai, United Arab Emirates.

(5) Reflects the portion of Mr. Biro's base salary earned by him from September 22, 2014, the date on which his employment with us commenced, through December 31, 2014.

Grants of Plan-Based Awards for 2014

The following table shows the short- and long-term incentive plan awards granted to the Named Executive Officers by Exterran Holdings in 2014.

Name	Grant Date	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards(1)			Estimated Possible Payouts Under Equity Incentive Plan Awards(2)			All Other Stock Awards: Number of Shares of Stock or Units (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($/SH)	Grant Date Fair Value of Stock and Option Awards ($) (3)
		Threshold ($)	Target ($)	Maximum ($)	Threshold (#)	Target (#)	Maximum (#)				
Jon C. Biro	9/22/2014	0	80,548	161,096				11,327(4)			499,974
Daniel K. Schlanger		0	294,000	588,000							
	3/04/2014				0	3,885	5,828				159,984
	3/04/2014							6,799(4)			279,983
	3/04/2014								19,350(5)	41.18	279,995
	3/04/2014							2,623(6)			80,002
Steven W. Muck	3/4/2014				0	1,141	1,712				46,986
	3/4/2014							4,565(4)			187,987
	4/29/2014							9,292(4)			400,021
Christopher T. Werner	3/4/2014				0	1,141	1,712				46,986
	3/4/2014							4,565(4)			187,987

(1) The amounts in these columns show the range of potential payouts under the Exterran Holdings 2014 Incentive Program. The actual payouts under the plan were determined in February 2015 and paid in March 2015, as shown in the Summary Compensation Table for 2014, above.

(2) The amounts in these columns show the range of potential payouts of Exterran Holdings 2014 Performance Units awarded as part of the 2014 LTI Award. "Target" is the number of Exterran Holdings 2014 Performance Units awarded. "Threshold" is the lowest possible payout (0% of the grant), and "Maximum" is the highest possible payout (150% of the grant). See "*Long-Term Incentive Compensation—Exterran Holdings 2014 Performance Units*" for a description of the Exterran Holdings 2014 Performance Units.

(3) The grant date fair value of performance units, restricted stock, stock option awards and Exterran Partners phantom units is calculated in accordance with ASC 718. Exterran Holdings 2014 performance units are shown at target value.

(4) Shares of restricted stock awarded under the Exterran Holdings 2013 Plan that vest one-third per year over a three-year period, subject to continued service through each vesting date.

(5) Stock options awarded under the Exterran Holdings 2013 Plan that vest one-third per year over a three-year period, subject to continued service through each vesting date.

(6) Exterran Partners phantom units awarded under the Partnership Plan that vest one-third per year over a three-year period, subject to continued service through each vesting date.

Outstanding Equity Awards at Fiscal Year-End for 2014

The following table shows our Named Executive Officers' equity awards and equity-based awards denominated in Exterran Holdings' common stock or Exterran Partners' common units outstanding at December 31, 2014.

	Option Awards				Stock Awards			
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Yet Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Yet Vested ($)
Jon C. Biro					11,327(2)	369,034(3)		
Daniel K. Schlanger	21,690	—	67.30	03/04/2015				
	17,114	—	22.75	02/28/2017				
	7,247	—	75.27	06/12/2017				
	31,150	—	22.82	03/04/2018				
	29,045	16,275(10)	14.36	03/04/2019	20,752(2)	676,100(3)	5,422(4)	176,649(3)
	10,042	20,082(1)	25.04	03/04/2020	5,992(6)	129,547(7)	5,520(8)	179,842(3)
	—	19,350(5)	41.18	03/04/2021			3,691(9)	120,253(3)
Steven W. Muck	15,360		67.30	3/4/2015	22,854(2)	744,583(3)	1,457(4)	47,469(3)
	4,225		36.86	7/8/2015			1,622(8)	52,845(3)
							1,084(9)	35,317(3)
Christopher T. Werner	10,483		19.13	5/11/2016	13,562(2)	441,850(3)	1,457(4)	47,469(3)
	10,903		22.75	2/28/2017			1,622(8)	52,845(3)
							1,084(9)	35,317(3)

(1) Stock options awarded under the Exterran Holdings 2007 Plan that vest at the rate of one-third per year beginning on March 4, 2014, subject to continued service through each vesting date, with a term of seven years following the grant date.

(2) Shares of restricted stock awarded under the Exterran Holdings 2007 Plan or Exterran Holdings 2013 Plan that vest at the rate of one-third per year beginning on the initial vesting date shown below, subject to continued service through each vesting date.

Name	Unvested Shares	Initial Vesting Date
Jon C. Biro	11,327	9/22/2015
Daniel K. Schlanger	6,499	03/04/2013
	7,454	03/04/2014
	6,799	03/04/2015
Steven W. Muck	3,992	3/4/2013
	5,005	3/4/2014
	4,565	3/4/2015
	9,292	4/29/2015
Christopher T. Werner	3,992	3/4/2013
	5,005	3/4/2014
	4,565	3/4/2015

(3) Based on the market closing price of Exterran Holdings' common stock on December 31, 2014 ($32.58).

(4) Performance units awarded under the Exterran Holdings 2007 Plan that vest at the rate of one-third per year beginning on March 4, 2013, subject to continued service through each vesting date. Amounts shown are the actual number of units awarded, as finally determined by the Exterran Holdings Compensation Committee following the conclusion of the applicable performance period.

(5) Stock options awarded under the Exterran Holdings 2013 Plan that vest at the rate of one-third per year beginning on March 4, 2015, subject to continued service through each vesting date, with a term of seven years following the grant date.

(6) Phantom units awarded under the Partnership Plan that vest at the rate of one-third per year beginning on the initial vesting date shown below, subject to continued service through each vesting date.

Name	Unvested Units	Initial Vesting Date
Daniel K. Schlanger	1,125	03/04/2013
	2,244	03/04/2014
	2,623	03/04/2015

(7) Based on the market closing price of Exterran Partners' common units on December 31, 2014 ($21.62).

(8) Performance units awarded under the Exterran Holdings 2007 Plan that vest at the rate of one-third per year beginning on March 4, 2014, subject to continued service through each vesting date. Amounts shown are the actual number of units awarded, as finally determined by the Exterran Holdings Compensation Committee following the conclusion of the applicable performance period.

(9) Performance units awarded under the Exterran Holdings 2013 Plan that vest at the rate of one-third per year beginning on March 4, 2015, subject to continued service through each vesting date. Amounts shown are the actual number of units awarded, as finally determined by the Exterran Holdings Compensation Committee following the conclusion of the applicable performance period.

(10) Stock options awarded under the Exterran Holdings 2007 Plan that vest at the rate of one-third per year beginning on March 4, 2013, subject to continued service through each vesting date, with a term of seven years following the grant date.

Option Exercises and Stock Vested for 2014

The following table shows the value realized by the Named Executive Officers upon stock option exercises and stock award vesting of equity awards covering Exterran Holdings' common stock or the common units of Exterran Partners during 2014.

	Option Awards		Stock Awards	
Name	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise ($)	Number of Shares and Units Acquired on Vesting (#)(1)	Value Realized on Vesting ($)(2)
Jon C. Biro	—	—	—	—
Daniel K. Schlanger	25,893	568,081	25,112	1,002,927
Steven W. Muck	10,042	174,805	14,072	586,528
Christopher T. Werner	—	—	13,647	554,936

(1) Includes Exterran Holdings' restricted stock and Exterran Partners phantom units that vested during 2014.

(2) The value realized for vested awards was determined by multiplying the fair market value of the restricted stock (market closing price of Exterran Holdings' common stock on the vesting date) or Exterran Partners phantom units (market closing price of Exterran Partners' common units on the vesting date) by the number of shares or units that vested. Shares and units vested on various dates throughout the year; therefore, the value listed represents the aggregate value of all shares and units that vested for each Named Executive Officer in 2014.

Nonqualified Deferred Compensation for 2014

The following table shows the Named Executive Officers' compensation under Exterran Holdings' nonqualified deferred compensation plan for 2014.

Name	Executive Contributions in Last Fiscal Year ($)	Company Contributions in Last Fiscal Year ($)(1)	Aggregate Earnings (Losses) in Last Fiscal Year ($)	Aggregate Withdrawals/ Distributions ($)	Aggregate Balance at Last Fiscal Year End ($)
Jon C. Biro	5,815	565	118	—	5,933
Daniel K. Schlanger	—	4,931	5,185	—	90,713
Steven W. Muck	—	2,511	101	—	9,566
Christopher T. Werner	—	2,111	412	—	7,221

(1) The amounts in this column represent Exterran Holdings' contributions to each Named Executive Officer's Deferred Compensation Plan account earned in 2014 but paid in the first quarter of 2015. These amounts are included in "All Other Compensation" in the Summary Compensation Table for 2014, above, but are not included in "Aggregate Balance at Last Fiscal Year End."

We anticipate establishing a nonqualified deferred compensation plan (the "Deferred Compensation Plan") for the benefit of our employees which will be effective following the spin-off. We expect that the Deferred Compensation Plan will be substantially similar to the deferred compensation plan maintained by Exterran Holdings for the benefit of its employees prior to the

completion of the spin-off. The material terms of the Deferred Compensation Plan, as currently contemplated, are set forth below.

Under the Deferred Compensation Plan, eligible employees will be permitted to defer receipt of up to 100% of their base salary, annual bonus and, if designated by the plan administrator, regular commissions. We will also make certain employer matching contributions designed to serve as a make-up for the portion of the employer matching contributions that cannot be made under our 401(k) plan due to Code limits. The amounts deferred under each participant's Deferred Compensation Plan account will be deemed to be invested in investment alternatives chosen by the participant from a range of choices established by the plan administrator. The balances of participant accounts will be adjusted to reflect the gains or losses that would have been obtained if the participant contributions had actually been invested in the applicable investment alternatives.

Participants may elect to defer the distribution of their account balances until the occurrence of a specified future date or event, including: (i) a future date while the participant is employed by us, as specified by the participant, (ii) the participant's separation from service (within the meaning of Section 409A of the Code), including due to death, or (iii) the participant's disability. Participants may also elect whether to receive distributions of their account balances in a single lump-sum amount or in annual installments to be paid over a period of two to ten years.

Payment of a participant's account will be made or commence, as applicable, as follows: (i) for lump sum payments, on the earlier of: (x) in the case of a specified in-service date, January 1 of such year and (y) in the case of a separation from service or disability, the date of the participant's separation of service or, if earlier, disability and (ii) for installment payments, the earlier of: (x) in the case of a specified in-service date, January 1 of such year and (y) in the case of a separation from service or disability, January 1 of the calendar year immediately following the date of the participant's separation of service or, if earlier, disability.

We expect that the Deferred Compensation Plan will be administered by our compensation committee. The Deferred Compensation Plan will be an unfunded plan for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. We expect to establish a "rabbi trust" to satisfy our obligations under the Deferred Compensation Plan.

Potential Payments upon Termination or Change of Control

Exterran Holdings Severance Benefit Agreements. As of December 31, 2014, Exterran Holdings had entered into severance benefit agreements with each of Messrs. Biro, Schlanger and Muck. Neither Mr. Way nor Mr. Werner was a party to a severance benefit agreement or change of control agreements with Exterran Holdings during 2014. However, Mr. Werner entered into a severance benefit agreement with Exterran Holdings in February 2015, and Mr. Way entered into a severance benefit agreement with Exterran Holdings upon his commencement of employment in July 2015. The terms and conditions of these severance benefit agreements are substantially similar.

Each severance benefit agreement with Exterran Holdings provides that if the executive's employment is terminated by Exterran Holdings without cause or by the executive with good reason at any time through the term of the agreement (one year, to be automatically renewed for successive one-year periods until 365 days' prior notice is given by either party), he will receive a lump sum payment in cash on the 60th day (for Messrs. Biro, Werner and Way) or the 35th day (for Messrs. Schlanger and Muck) after the termination date equal to the sum of:

- his annual base salary then in effect;
- his target annual incentive bonus opportunity for the termination year;

- a pro-rated portion of his target annual incentive bonus opportunity for the termination year based on the length of time during which he was employed during such year (collectively, the "Non-CIC Cash Severance"); and

- for Mr. Way, any earned but unpaid annual incentive award for the fiscal year ending prior to the termination date.

In addition, the executive will be entitled to:

- the accelerated vesting as of the termination date of his outstanding unvested Exterran Holdings equity, equity-based or cash awards and Exterran Partners phantom units (subject to the consent of the compensation committee of Exterran Holdings GP LLC's board of directors) that were scheduled to vest within 12 months following the termination date (the "Non-CIC Accelerated Vesting"), and for Mr. Way, the accelerated vesting as of the termination date of his outstanding unvested equity, equity-based or cash awards denominated in shares of our common stock that were scheduled to vest within 12 months following the termination date; and

- continued coverage under Exterran Holdings' medical benefit plans for him and his eligible dependents for up to one year following the termination date.

Each executive's entitlement to the payments and benefits under his severance benefit agreement with Exterran Holdings is subject to his execution of a waiver and release for Exterran Holdings' benefit.

New Severance Benefit Agreements. We anticipate entering into new severance benefit agreements with some or all of our Named Executive Officers and our Chief Executive Officer effective as of the spin-off. Each severance benefit agreement with our Named Executive Officers and Chief Executive Officer is expected to be substantially similar to the severance benefit agreements between each of our Named Executive Officers and Chief Executive Officer and Exterran Holdings prior to the spin-off, as described above, except that with respect to our Named Executive Officers:

- the executive's Cash Severance will also include any earned but unpaid annual incentive award for the fiscal year ending prior to the termination date; and

- the executive will also be entitled to accelerated vesting as of the termination date of his outstanding unvested equity, equity-based or cash awards denominated in shares of our common stock that were scheduled to vest within 12 months following the termination date (in addition to the Non-CIC Accelerated Vesting described above).

Any Named Executive Officer who does not enter into a new severance benefit agreement with us may retain the rights set forth in his existing severance benefit agreement.

Change of Control Agreements. As of December 31, 2014, Exterran Holdings had entered into change of control agreements with each of Messrs. Biro, Schlanger and Muck. Neither Mr. Way nor Mr. Werner was a party to a change of control agreement with Exterran Holdings during 2014. However, Mr. Werner entered into a change of control agreement with Exterran Holdings in February 2015, and Mr. Way entered into a change of control agreement with Exterran Holdings upon his commencement of employment on or about July 1, 2015. The terms and conditions of these change of control agreements are substantially similar.

Each change of control agreement with Exterran Holdings provides that if the executive's employment is terminated by Exterran Holdings other than for cause, death or disability, or by the executive for good reason (in each case, a "Qualifying Termination"), within 18 months following a

change of control of Exterran Holdings (as defined in the change of control agreements), he will receive a cash payment within 60 days after the termination date equal to:

- two times his current annual base salary plus two times his target annual incentive bonus opportunity for that year (the "CIC Cash Severance"); and
- two times the total of the company contributions that would have been credited to him under the Exterran Holdings 401(k) Plan and any other deferred compensation plan had he made the required amount of elective deferrals or contributions during the 12 months immediately preceding the termination month.

In addition, the executive will be entitled to:

- any amount previously deferred, or earned but not paid, by him under the incentive and nonqualified deferred compensation plans or programs as of the termination date;
- continued coverage under Exterran Holdings' medical benefit plans for him and his eligible dependents for up to two years following the termination date;
- the accelerated vesting of all his unvested Exterran Holdings stock options, restricted stock, restricted stock units or other stock-based awards, and all Exterran Partners common units, unit appreciation rights, unit awards or other unit-based awards and all cash-based incentive awards (collectively, the "CIC Accelerated Vesting") and for Mr. Way, accelerated vesting of his outstanding unvested equity, equity-based or cash awards denominated in shares of our common stock;
- for Mr. Schlanger (whose change of control agreement predates Exterran Holdings' 2009 policy to no longer include tax gross-ups in such agreements, as described below), an additional gross-up payment if a payment or distribution we make to him or for his benefit is subject to a federal excise tax; and
- for Mr. Way, a Section 280G "best pay" provision pursuant to which in the event any payments or benefits received by Mr. Way would be subject to an excise tax under Section 4999 of the Code, Mr. Way will receive either the full amount of his payments or a reduced amount such that no portion of the payments is subject to the excise tax (whichever results in the greater after-tax benefit to Mr. Way).

In exchange for any payment under his change of control agreement, each executive would agree not to, for two years following his termination, (1) disclose Exterran Holdings' confidential information, (2) employ or seek to employ any of Exterran Holdings' key employees or encourage any key employee to terminate employment with Exterran Holdings or (3) engage in a competitive business. Each executive's entitlement to the payments and benefits under his change of control agreement with Exterran Holdings was also subject to his execution of a waiver and release for Exterran Holdings' benefit.

In early 2009, the Exterran Holdings Compensation Committee established a policy prohibiting tax gross-ups on income attributable to future change of control agreements and other executive benefit agreements. Currently, Mr. Schlanger is our only Named Executive Officer with a change of control agreement that provides for a tax gross-up, because his change of control agreement predates this policy change and has not been materially amended since the policy was adopted.

New Change of Control Agreements. We anticipate entering into new change of control agreements with some or all of our Named Executive Officers and Chief Executive Officer effective as of the spin-off. Each change of control agreement is expected to be substantially similar to the change of

control agreements between each of our Named Executive Officers and Chief Executive Officer and Exterran Holdings prior to the spin-off, as described above, except:

- Mr. Way's CIC Cash Severance will equal three times his current annual base salary plus three times his target annual incentive bonus opportunity for that year; and
- with respect to our Named Executive Officers:
  - the executive will also be entitled to accelerated vesting of his outstanding unvested equity, equity-based or cash awards denominated in shares of our common stock (in addition to the CIC Accelerated Vesting described above); and
  - the agreements include a Section 280G "best pay" provision pursuant to which in the event any payments or benefits received by the executive would be subject to an excise tax under Section 4999 of the Code, the executive will receive either the full amount of his payments or a reduced amount such that no portion of the payments is subject to the excise tax (whichever results in the greater after-tax benefit to the executive).

Any Named Executive Officer who does not enter into a new change of control agreement with us may retain the rights set forth in his existing change of control agreement.

Vesting of Equity-Based Incentives upon a Change of Control. The outstanding Exterran Holdings award agreements for all stock options, restricted stock, restricted stock units, and performance units granted to employees prior to March 2014 provide that, in the case of a change of control that is not followed by a Qualifying Termination, only the portion of the award scheduled to vest within the next 12 months will vest upon the change of control, with the remainder of the award vesting as per the original vesting schedule. The awards granted under the Partnership Plan prior to March 2014 provide that, upon a change of control (as defined in the Partnership Plan), all phantom units (including the related DERs) and unit options automatically vest and become payable or exercisable (as applicable). Vesting is automatic, regardless of whether employment is terminated.

As discussed above, in March 2014, Exterran Holdings eliminated any single-trigger change of control accelerated vesting with respect to future equity awards in order to incentivize Exterran Holdings' employees to remain in employment with Exterran Holdings following a change of control. The Exterran Holdings award agreements for all awards granted during or after March 2014 provide that no portion of the award shall be subject to accelerated vesting upon a change of control. Instead, awards will be subject to accelerated vesting only if a Qualifying Termination occurs within eighteen months following a change of control.

Potential Payments. The following tables show the potential payments to the Named Executive Officers upon a theoretical termination of employment or change of control occurring on December 31, 2014. The amounts shown assume a common stock value of $32.58 per share of Exterran Holdings common stock and an Exterran Partners common unit value of $21.62 per unit (the December 31, 2014 market closing prices of Exterran Holdings and Exterran Partners, respectively). The actual amount paid out to an executive upon an actual termination or change of control can only be determined at the

time of such event. As noted above, Mr. Way was not employed by us or Exterran Holdings in 2014 and, accordingly, he is not included in the tables below.

Name	Termination Due to Death or Disability ($)(1)	Termination Without Cause or Resignation with Good Reason ($)(2)	Change of Control Without a Qualifying Termination ($)	Change of Control with a Qualifying Termination ($)
Jon C. Biro				
Cash Severance	—	1,008,000(3)	—	1,722,000(4)
Stock Options(5)	—	—	—	—
Restricted Stock(6)	369,034	123,022	—	369,034
Phantom Units(7)	—	—	—	—
Performance Awards(8)	—	—	—	—
Other Benefits(9)	—	14,956	—	55,015
Total Pre-Tax Benefit	369,034	1,145,978	—	2,146,049

Name	Termination Due to Death or Disability ($)(1)	Termination Without Cause or Resignation with Good Reason ($)(2)	Change of Control Without a Qualifying Termination ($)	Change of Control with a Qualifying Termination ($)
Daniel K. Schlanger				
Cash Severance	—	1,008,000(3)	—	1,722,000(4)
Stock Options(5)	447,949	372,240	372,240	447,949
Restricted Stock(6)	676,100	407,022	333,163	676,100
Phantom Units(7)	129,547	67,498	72,838	129,547
Performance Awards(8)	478,958	308,890	266,570	478,958
Other Benefits(9)	—	11,094	—	121,235
Tax Gross-ups	—	—	—	—
Total Pre-Tax Benefit	1,732,554	2,174,744	1,044,811	3,575,789

Name	Termination Due to Death or Disability ($)(1)	Termination Without Cause or Resignation with Good Reason ($)(2)	Change of Control Without a Qualifying Termination ($)	Change of Control with a Qualifying Termination ($)
Steven W. Muck				
Cash Severance	—	840,000(3)	—	1,435,000(4)
Stock Options(5)	—	—	—	—
Restricted Stock(6)	744,583	362,127	211,607	744,583
Phantom Units(7)	—	—	—	—
Performance Awards(8)	136,281	86,335	73,891	136,281
Other Benefits(9)	—	7,929	—	65,368
Total Pre-Tax Benefit	880,864	1,296,391	285,498	2,381,232

Name	Termination Due to Death or Disability ($)(1)	Termination Without Cause or Resignation with Good Reason ($)(2)	Change of Control Without a Qualifying Termination ($)	Change of Control with a Qualifying Termination ($)
Christopher T. Werner(10)				
Cash Severance	—	—	—	—
Stock Options(5)	—	—	—	—
Restricted Stock(6)	441,850	261,194	211,607	441,850
Phantom Units(7)	—	—	—	—
Performance Awards(8)	136,281	86,336	73,891	136,281
Other Benefits(9)	—	—	—	—
Total Pre-Tax Benefit	578,131	347,530	285,498	578,131

(1) "Disability" is defined in Exterran Partners' form of award agreement for phantom units and in the Exterran Holdings 2007 Plan and the Exterran Holdings 2013 Plan for all other equity awards.

(2) "Cause" and "Good Reason" are defined in the severance benefit and change of control agreements with Exterran Holdings.

(3) If the executive had been terminated without Cause or resigned with Good Reason on December 31, 2014, under his severance benefit agreement his cash severance would consist of (i) the sum of his base salary and his target annual incentive bonus (calculated as a percentage of his annual base salary for 2014), plus (ii) his target annual incentive bonus (calculated as a percentage of his annual base salary for 2014).

(4) If the executive had been subject to a Change of Control followed by a Qualifying Termination (as defined in the change of control agreements with Exterran Holdings) on December 31, 2014, under his change of control agreement his cash severance would consist of (i) two times the sum of his base salary and his target annual incentive bonus (calculated as a percentage of his annual base salary for 2014), plus (ii) his target annual incentive bonus (calculated as a percentage of his annual base salary for 2014).

(5) The amounts in this row represent the value of the accelerated vesting of the executive's unvested, in-the-money options to purchase Exterran Holdings' common stock, based on the December 31, 2014 market closing price of Exterran Holdings' common stock.

(6) The amounts in this row represent the value of the accelerated vesting of the executive's unvested restricted stock, based on the December 31, 2014 market closing price of Exterran Holdings' common stock.

(7) The amounts in this row represent the value of the accelerated vesting of the executive's unvested Exterran Partners phantom units, based on the December 31, 2014 market closing price of Exterran Partners' common units.

(8) The amounts in this row represent the value of the accelerated vesting of the executive's unvested performance awards, based on the December 31, 2014 market closing price of Exterran Holdings' common stock.

(9) The amounts in this row represent each Named Executive Officer's right to the payment, as applicable, of (i) medical benefit premiums for a one-year period in the event of a termination without Cause or voluntary resignation for Good Reason, or (ii) medical benefit premiums and Exterran Holdings contributions under the 401(k) Plan and deferred compensation plan for a two-year period in the event of a change of control followed by a Qualifying Termination. For Mr. Schlanger, this amount includes a gross-up with respect to Exterran Holdings contributions under the 401(k) Plan and deferred contribution plan to account for any federal or state taxes due on such amounts, as provided under his change of control agreement, which predates implementation of Exterran Holdings' 2009 policy prohibiting tax gross-ups on income attributable to future change of control agreements and other executive benefit agreements. See the discussion under "*Change of Control Agreements*," above, for more information on this policy.

(10) Because Mr. Werner entered into a severance benefit agreement and change of control agreement with Exterran Holdings effective as of February 2, 2015, he would not have been entitled to receive any cash severance or continued benefits under such agreements had he been terminated on December 31, 2014.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Before the distribution, all of the outstanding shares of our common stock are and will be owned beneficially and of record by Exterran Holdings. The following table sets forth information with respect to the expected beneficial ownership of our common stock immediately following completion of the distribution by:

- each shareholder who is expected following the distribution to beneficially own more than 5% of our common stock;
- each executive officer named in the Summary Compensation Table;
- each person expected to serve on our board of directors as of the distribution date; and
- all of our executive officers and directors as a group.

We have based the percentage of class amounts set forth below on each indicated person's beneficial ownership of Exterran Holdings common stock as of , 2015, unless we indicate some other basis for the share amounts, and based on the distribution of one share of our common stock for every two shares of Exterran Holdings common stock outstanding. To the extent our directors and executive officers own unrestricted shares of Exterran Holdings common stock at the time of the distribution, they will participate in the distribution of shares of common stock in the spin-off on the same terms as other holders of Exterran Holdings common stock. Following the spin-off, we will have an aggregate of approximately million shares of common stock outstanding, based on the number of shares of Exterran Holdings common stock outstanding on , 2015. The number of shares beneficially owned by each shareholder, director or officer is determined according to the rules of the SEC and the information is not necessarily indicative of beneficial ownership for any other purpose. The mailing address for each of the directors and executive officers is c/o Exterran Corporation, 4444 Brittmoore Road, Houston, Texas 77041.

	Shares of Common Stock to be Beneficially Owned Before the Spin-Off		Shares of Common Stock Beneficially Owned After the Spin-Off	
Name of Beneficial Owner	Number	Percent	Number	Percent
Exterran Holdings, Inc.		100%	—	—
Magnetar Financial LLC(1)	—	—		8.7%
BlackRock, Inc.(2)	—	—		8.5%
Dimensional Fund Advisors(3)	—	—		8.3%
The Vanguard Group, Inc.(4)	—	—		7.2%
T. Rowe Price Associates, Inc.(5)	—	—		7.1%
William M. Goodyear	—	—		*
John P. Ryan	—	—		*
Christopher T. Seaver	—	—		*
Mark R. Sotir	—	—		*
Richard R. Stewart	—	—		*
Ieda Gomes Yell	—	—		*
Andrew J. Way	—	—		*
Jon C. Biro	—	—		*
Steven W. Muck	—	—		*
Daniel K. Schlanger	—	—		*

Name of Beneficial Owner	Shares of Common Stock to be Beneficially Owned Before the Spin-Off		Shares of Common Stock Beneficially Owned After the Spin-Off	
	Number	Percent	Number	Percent
Christopher T. Werner	—	—		*
All directors and executive officers as a group	—	—		

* Less than 1%

(1) Based solely on a review of the Schedule 13G filed jointly by Magnetar Capital Partners LP, on behalf of itself and as sole member of Magnetar Financial LLC, Supernova Management LLC and Alec N. Litowitz on February 17, 2015. The address of Magnetar Capital Partners LP is 1603 Orrington Avenue, 13th Floor, Evanston, Illinois 60201.

(2) Based solely on a review of the Schedule 13G/A filed by BlackRock, Inc. on January 22, 2015. The address of BlackRock, Inc. is 55 East 52nd Street, New York, New York 10055.

(3) Based solely on a review of the Schedule 13G/A filed by Dimensional Fund Advisors LP ("Dimensional") on February 5, 2015. The address of Dimensional is Palisades West, Building One, 6300 Bee Cave Road, Austin, Texas 78746.

(4) Based solely on a review of the Schedule 13G filed by The Vanguard Group, Inc. ("Vanguard") on February 11, 2015. The address of Vanguard is 100 Vanguard Blvd., Malvem, Pennsylvania 19355.

(5) Based solely on a review of the Schedule 13G/A jointly filed by T. Rowe Price Associates, Inc. ("Price Associates") and T. Rowe Price Mid-Cap Value Fund, Inc. on February 13, 2015. The address of Price Associates is 100 E. Pratt Street, Baltimore, Maryland 21202.

DESCRIPTION OF CAPITAL STOCK

Introduction

In the discussion that follows, we have summarized selected provisions of our amended and restated certificate of incorporation and amended and restated bylaws relating to our capital stock that we expect will be in effect at or prior to the completion of the spin-off. This summary is not complete. This discussion is subject to the relevant provisions of Delaware law and is qualified in its entirety by reference to our amended and restated certificate of incorporation and our amended and restated bylaws. You should read the provisions of our amended and restated certificate of incorporation and our amended and restated bylaws as currently in effect for more details regarding the provisions described below and for other provisions that may be important to you. We have filed copies of those documents with the SEC, and they are incorporated by reference as exhibits to the Registration Statement on Form 10 of which this information statement forms a part. Please read "Where You Can Find More Information."

Authorized Capital Stock

Our authorized capital stock consists of shares of common stock and shares of preferred stock, issuable in series.

Each authorized share of common stock has a par value of $0.01. The authorized shares of preferred stock have a par value of $0.01 per share. Immediately following the spin-off, we expect that approximately million shares of our common stock will be outstanding, based on the number of shares of Exterran Holdings common stock outstanding as of , 2015. The actual number of shares of our common stock to be distributed in the spin-off will be determined based on the actual number of shares of Exterran Holdings common stock outstanding as of the record date. Immediately following the spin-off, no shares of our preferred stock will be issued and outstanding.

Common Stock

Each share of our common stock entitles its holder to one vote in the election of each director and on all other matters voted on generally by our shareholders, other than any matter that (1) solely relates to the terms of any outstanding series of preferred stock or the number of shares of that series and (2) does not affect the number of authorized shares of preferred stock or the powers, privileges and rights pertaining to the common stock. No share of our common stock affords any cumulative voting rights. Our board of directors may grant holders of preferred stock, in the resolutions creating the series of preferred stock, the right to vote on the election of directors or any questions affecting our company.

Subject to prior rights and preferences that may be applicable to any outstanding shares of preferred stock, holders of our common stock will be entitled to dividends in such amounts and at such times as our board of directors in its discretion may declare out of funds legally available for the payment of dividends. Any future dividends will be paid at the discretion of our board of directors after taking into account various factors, including:

- general business conditions;
- industry practice;
- our financial condition and performance;
- our future prospects;
- our cash needs and capital investment plans;
- our obligations to holders of any preferred stock we may issue;

- income tax consequences; and

- the restrictions applicable laws and our credit arrangements then impose.

In addition, the terms of the loan agreements, indentures and other agreements we enter into from time to time may contain covenants or other provisions that could limit our ability to pay, or otherwise restrict the payment of, cash dividends. For example, we expect that our debt agreements and the separation and distribution agreement will include restrictions on our ability to pay dividends.

If we liquidate or dissolve our business, the holders of our common stock will share ratably in all our assets that are available for distribution to our shareholders after our creditors are paid in full and the holders of all series of our outstanding preferred stock, if any, receive their liquidation preferences in full.

Our common stock has no preemptive rights and is not convertible or redeemable or entitled to the benefits of any sinking or repurchase fund. All shares of common stock to be distributed in connection with the spin-off will be fully paid and nonassessable.

Preferred Stock

At the direction of our board of directors, without any action by the holders of our common stock, we may issue one or more series of preferred stock from time to time covering up to an aggregate of shares of preferred stock. Our board of directors can determine the number of shares of each series of preferred stock, the designation, powers, preferences and relative participating, optional or other special rights, if any, and any qualifications, limitations or restrictions applicable to any of those rights, including dividend rights, voting rights, conversion or exchange rights, terms of redemption and liquidation preferences, of each series.

We believe that the ability of our board of directors to issue one or more series of our preferred stock will provide us with flexibility in structuring possible future financings and acquisitions, and in meeting other corporate needs that might arise. The authorized shares of our preferred stock, as well as shares of our common stock, will be available for issuance without further action by our shareholders, unless such action is required by applicable law or the rules of any stock exchange on which our securities may be listed or traded. If the approval of our shareholders is not required for the issuance of shares of our preferred stock or our common stock, our board of directors may determine not to seek shareholder approval.

Undesignated preferred stock may enable our board of directors to render more difficult or to discourage an attempt to obtain control of our company by means of a tender offer, proxy contest, merger or otherwise, and thereby to protect the continuity of our management. The issuance of shares of preferred stock may adversely affect the rights of our common shareholders. For example, any preferred stock issued may rank prior to the common stock as to dividend rights, liquidation preference or both, may have full or limited voting rights and may be convertible into shares of common stock. In addition, the provision in our amended and restated certificate of incorporation permitting such issuances cannot be amended without approval of holders of a majority of our shares of common stock outstanding. As a result, the issuance of shares of preferred stock, or the issuance of rights to purchase shares of preferred stock, may discourage an unsolicited acquisition proposal or bids for our common stock or may otherwise adversely affect the market price of our common stock or any existing preferred stock.

Limitation on Liability of Directors, Indemnification of Directors and Officers and Insurance

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their shareholders for monetary damages for breaches of directors' fiduciary duties as

directors, and our amended and restated certificate of incorporation will include such an exculpation provision.

Our amended and restated certificate of incorporation will provide that no director will be liable to us or our shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation on liability is not permitted under the DGCL, as now in effect or as amended. Currently, Section 102(b)(7) of the DGCL requires that liability be imposed for the following:

- Any breach of the director's duty of loyalty to our Company or our shareholders.
- Any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law.
- Unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL.
- Any transaction from which the director derived an improper personal benefit.

Additionally, Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (other than an action by or in the right of the corporation—a "derivative action"), if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, shareholder vote, agreement or otherwise. Our amended and restated certificate of incorporation and amended and restated bylaws will provide that, to the fullest extent authorized or permitted by the DGCL, as now in effect or as amended, we will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person, or a person of whom he or she is the legal representative, is or was our director or officer, or by reason of the fact that our director or officer is or was serving, at our request, as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by us. We will indemnify such persons against expenses (including attorneys' fees), judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement reasonably incurred in connection with such action if such person acted in good faith and in a manner reasonably believed to be in or not opposed to our best interests and, with respect to any criminal proceeding, had no reason to believe their conduct was unlawful. A similar standard will be applicable in the case of derivative actions, except that indemnification will only extend to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such actions, and court approval will be required before there can be any indemnification where the person seeking indemnification has been found liable to us. Any amendment of this provision will not reduce our indemnification obligations relating to actions taken before an amendment. This right to indemnification includes the right to have us pay in advance the expenses incurred by an indemnified person in defending any such proceeding if the indemnified person provides an undertaking to repay all amounts advanced if it is ultimately determined that he or she is not entitled to indemnification.

We intend to enter into indemnification agreements with each of our current and future directors and officers. These agreements will require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We believe that the limitation of liability provision in our amended and restated certificate of incorporation and the indemnification agreements will facilitate our ability to continue to attract and retain qualified individuals to serve as directors and officers.

We also intend to obtain insurance policies that insure our directors and officers and those of our subsidiaries against certain liabilities they may incur in their capacity as directors and officers. The insurance will provide coverage, subject to its terms and conditions, if the Company is unable to indemnify (*e.g.*, due to bankruptcy), or is legally prohibited from indemnifying, the directors and officers for a covered wrongful act.

Delaware Statutory Business Combination Statute

We will be subject to Section 203 of the DGCL, an anti-takeover statute. In general, Section 203 prevents an "interested shareholder," which is defined generally as a person owning 15 percent or more of a Delaware corporation's outstanding voting stock or any affiliate or associate of that person, from engaging in a broad range of "business combinations" with the corporation for three years following the date on which that person became an interested shareholder unless:

- Before that person became an interested shareholder, the board of directors of the corporation approved the transaction in which that person became an interested shareholder or approved the business combination;

- On completion of the transaction that resulted in that person's becoming an interested shareholder, that person owned at least 85 percent of the voting stock of the corporation outstanding at the time the transaction commenced, other than stock held by (1) directors who are also officers of the corporation or (2) any employee stock plan that does not provide employees with the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- Following the transaction in which that person became an interested shareholder, both the board of directors of the corporation and the holders of at least two-thirds of the outstanding voting stock of the corporation not owned by that person approve the business combination.

Under Section 203, the restrictions described above also do not apply to specific business combinations proposed by an interested shareholder following the announcement or notification of designated extraordinary transactions involving the corporation and a person who had not been an interested shareholder during the previous three years or who became an interested shareholder with the approval of a majority of the corporation's directors, if a majority of the directors who were directors prior to any person's becoming an interested shareholder during the previous three years, or were recommended for election or elected to succeed those directors by a majority of those directors, approve or do not oppose that extraordinary transaction.

Anti-Takeover Effects of Provisions of Our Organizational Documents

Some of the provisions of our amended and restated certificate of incorporation and amended and restated bylaws discussed below may have the effect, either alone or in combination with Section 203 of the DGCL, of making more difficult or discouraging a tender offer, proxy contest, merger or other takeover attempt that our board of directors opposes but that a shareholder might consider to be in its best interest.

Our amended and restated certificate of incorporation provides that our shareholders may act only at an annual or special meeting of shareholders and may not act by written consent. Our amended and restated bylaws provide that a special meeting of our board of directors or our shareholders may only be called by the chairman of our board, any vice chairman or our president or a majority of the number of directors that we would have if there were no vacancies or unfulfilled newly created directorships. Our amended and restated certificate of incorporation also includes a forum selection clause designating the Court of Chancery of the State of Delaware, unless we consent in writing to the selection of an alternative forum, as the sole and exclusive forum for derivative actions, actions asserting a claim for breach of fiduciary duties and certain other matters.

Our amended and restated certificate of incorporation provides that the number of directors will be fixed exclusively by, and may be increased or decreased exclusively by, our board of directors from time to time. Our amended and restated certificate of incorporation and amended and restated bylaws provide that directors may be removed with or without cause by an affirmative vote of a majority of the voting power of our outstanding voting stock. A vacancy on our board of directors may be filled by a vote of a majority of the number of directors that we would have if there were no vacancies or unfulfilled newly created directorships, and a director appointed to fill a vacancy serves for the remainder of the term of the director in which the vacancy occurred. These provisions will prevent our shareholders from removing incumbent directors without cause and filling the resulting vacancies with their own nominees.

Our amended and restated bylaws contain advance notice and other procedural requirements that apply to shareholder nominations of persons for election to our board of directors at any annual or special meeting of shareholders and to shareholder proposals that shareholders take any other action at any annual meeting. In the case of any annual meeting, a shareholder proposing to nominate a person for election to our board of directors or proposing that any other action be taken must give our corporate secretary written notice of the proposal not less than 90 days and not more than 120 days before the anniversary of the date of the immediately preceding annual meeting of shareholders. These shareholder proposal deadlines are subject to exceptions if the pending annual meeting date is more than 30 days prior to or more than 30 days after the anniversary of the immediately preceding annual meeting. If the chairman of our board of directors or a majority of our board of directors calls a special meeting of shareholders for the election of directors, a shareholder proposing to nominate a person for that election must give our corporate secretary written notice of the proposal not earlier than 120 days prior to that special meeting and not later than the last to occur of (1) 90 days prior to that special meeting or (2) the 10th day following the day we publicly disclose the date of the special meeting. Our amended and restated bylaws prescribe specific information that any such shareholder notice must contain. These advance notice provisions may have the effect of precluding a contest for the election of our directors or the consideration of shareholder proposals if the proper procedures are not followed, and of discouraging or deterring a third party from conducting a solicitation of proxies to elect its own slate of directors or to approve its own proposal, without regard to whether consideration of those nominees or proposals might be harmful or beneficial to us and our shareholders.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that our shareholders may adopt, amend and repeal our amended and restated bylaws at any regular or special meeting of shareholders by a vote of at least $66^{2}/_{3}\%$ of the voting power of our outstanding voting stock, provided the notice of intention to adopt, amend or repeal the amended and restated bylaws has been included in the notice of that meeting. Our amended and restated certificate of incorporation also confers on our board of directors the power to adopt, amend or repeal our amended and restated bylaws with the affirmative vote of a majority of the directors present at a meeting at which a quorum is present.

As discussed above under "—Preferred Stock," our amended and restated certificate of incorporation authorizes our board of directors, without the approval of our shareholders, to provide

for the issuance of all or any shares of our preferred stock in one or more series and to determine the designation, powers, preferences and relative participating, optional or other special rights, if any, and any qualifications, limitations or restrictions applicable to any of those rights, including dividend rights, voting rights, conversion or exchange rights, terms of redemption and liquidation preferences, of each series. The issuance of shares of our preferred stock or rights to purchase shares of our preferred stock could discourage an unsolicited acquisition proposal. In addition, under some circumstances, the issuance of preferred stock could adversely affect the voting power of our common shareholders.

In addition to the purposes described above, these provisions of our amended and restated certificate of incorporation and amended and restated bylaws are also intended to increase the bargaining leverage of our board of directors, on behalf of our shareholders, in any future negotiations concerning a potential change of control of our company. Our board of directors has observed that certain tactics that bidders employ in making unsolicited bids for control of a corporation, including hostile tender offers and proxy contests, have become relatively common in modern takeover practice. Our board of directors considers those tactics to be highly disruptive to a corporation and often contrary to the overall best interests of its shareholders. In particular, bidders may use these tactics in conjunction with an attempt to acquire a corporation at an unfairly low price. In some cases, a bidder will make an offer for less than all the outstanding capital stock of the target company, potentially leaving shareholders with the alternatives of partially liquidating their investment at a time that may be disadvantageous to them or retaining an investment in the target company under substantially different management with objectives that may not be the same as the new controlling shareholder. The concentration of control in our company that could result from such an offer could deprive our remaining shareholders of the benefits of listing on the NYSE and public reporting under the Exchange Act.

While our board of directors does not intend to foreclose or discourage reasonable merger or acquisition proposals, it believes that value for our shareholders can be enhanced by encouraging would-be acquirers to forego hostile or coercive tender offers and negotiate with the board of directors terms that are fair to all shareholders. Our board of directors believes that the provisions described above will (1) discourage disruptive tactics and takeover attempts at unfair prices or on terms that do not provide all shareholders with the opportunity to sell their stock at a fair price and (2) encourage third parties who may seek to acquire control of our company to initiate such an acquisition through negotiations directly with our board of directors. Our board of directors also believes these provisions will help give it the time necessary to evaluate unsolicited offers, as well as appropriate alternatives, in a manner that assures fair treatment of our shareholders. Our board of directors recognizes that a takeover might in some circumstances be beneficial to some or all of our shareholders, but, nevertheless, believes that the benefits of seeking to protect its ability to negotiate with the proponent of an unfriendly or unsolicited proposal to take over or restructure our company outweigh the disadvantages of discouraging those proposals.

Stock Exchange Listing

We expect to list our common stock on the NYSE under the symbol "EXTN."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Co., LLC. The transfer agent is not affiliated with us or Archrock.

DESCRIPTION OF MATERIAL INDEBTEDNESS

In connection with the spin-off, we will enter into a new $ million credit facility and an indenture governing the $ million of New Senior Notes.

New Credit Facility

In connection with the spin-off, we will entered into a new $ million credit facility (the "new credit facility"). We will provide more details about the new credit facility and the terms of credit agreement related to the new credit facility in this information statement when they are available.

New Senior Notes

On July , 2015 we priced the offering of $ million aggregate principal amount of % senior notes due 2023 (the "New Senior Notes") by Exterran Energy Solutions, L.P. and EES Finance Corp., which will become our wholly owned subsidiaries upon the completion of the spin-off. Following the completion of the spin-off, we expect to transfer the net proceeds of the New Senior Notes issuance to allow Archrock to repay certain of its existing indebtedness.

The New Senior Notes will mature on , 2023 and interest will be payable semi-annually in arrears on and of each year, beginning on , 2016. The notes will be guaranteed on a senior unsecured basis by all of our subsidiaries that guarantee the borrowings under the new credit facility and, upon the completion of the spin-off, by us.

We may redeem up to 35% of the New Senior Notes with the net cash proceeds of certain equity offerings at a redemption price of % of the principal amount, plus accrued and unpaid interest, if any, prior to , 2018 subject to certain conditions. Prior to , 2018 we may redeem some or all of the New Senior Notes at a price equal to % of the principal amount plus a make-whole premium determined pursuant to a formula set forth in the indenture governing the New Senior Notes, plus accrued and unpaid interest. On and after , 2018 we may redeem all or part of the New Senior Notes at the following prices (as a percentage of principal), plus accrued and unpaid interest, if redeemed during the 12-month period beginning on of the years indicated below:

Year	Percentage
2018	%
2019	%
2020	%
2021 and thereafter	%

The New Senior Notes are subject to covenants that, among other things, limit our ability and the ability of certain of our subsidiaries to: (1) incur additional debt or issue preferred stock; (2) pay dividends or repurchase equity or subordinated debt; (3) make unscheduled payments on subordinated indebtedness; (4) create liens or other encumbrances; (5) make investments, loans or other guarantees; (6) sell or otherwise dispose of a portion of our assets; (7) engage in transactions with affiliates; and (8) make acquisitions or merge or consolidate with another entity. If the New Senior Notes achieve an investment grade rating from either Moody's or Standard & Poor's, and no default has occured and is continuing, our obligation to comply with certain of these covenants will be terminated.

We and the initial purchasers will enter into the registration rights agreement on or prior to the closing of the New Senior Notes offering. Pursuant to the registration rights agreement, we will agree to file with the SEC the exchange offer registration statement on the appropriate form under the Securities Act with respect to an offer (the "Exchange Offer") to exchange the New Senior Notes for an issue of SEC-registered notes with terms identical to such New Senior Notes, which we refer to as the "exchange notes," except that the exchange notes will not be subject to restrictions on transfer or to any increase in annual interest rate. We will also agree to make additional interest payments, up to a maximum of % per annum, to holders of the New Senior Notes if we do not comply with such obligation under the registration rights agreement.

This information statement and the Registration Statement on Form 10 of which it is a part shall not be deemed an offer to sell or a solicitation of an offer to buy the New Senior Notes.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a Registration Statement on Form 10 under the Exchange Act relating to the common stock being distributed in the spin-off. This information statement forms a part of that registration statement but does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information relating to us and the shares of our common stock, reference is made to the registration statement, including its exhibits. Statements made in this information statement relating to any contract or other document are not necessarily complete and you should refer to the exhibits attached to the registration statement for copies of the actual contract or document. You may review a copy of the registration statement, including its exhibits and schedules, at the SEC's Public Reference Room, located at 100 F Street, NE, Washington, D.C. 20549 or on the SEC's website at http://www.sec.gov. You may obtain a copy of the registration statement from the SEC's Public Reference Room upon payment of prescribed fees. Please call the SEC at (800) SEC-0330 for further information on the operation of the Public Reference Room.

We are currently, and following the spin-off will continue to be, subject to the information and reporting requirements of the Exchange Act and, in accordance with the Exchange Act, we file periodic reports and other information with the SEC. Those periodic reports and other information are available for inspection and copying at the SEC's Public Reference Room and the SEC's website at http://www.sec.gov. Following the spin-off, our proxy statements will be available in the same manner.

We intend to furnish holders of our common stock with annual reports containing financial statements prepared in accordance with U.S. generally accepted accounting principles and audited and reported on, with an opinion expressed, by an independent registered public accounting firm.

We make available free of charge on our website, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports as soon as reasonably practicable after we electronically file or furnish such materials to the SEC. All of these documents are made available free of charge on our website, www. .com and will be provided free of charge to any shareholders requesting a copy by writing to: Exterran Corporation, 4444 Brittmoore Road, Houston, Texas 77041 Attention: Investor Relations. The information on our website is not, and shall not be deemed to be, a part of this information statement or incorporated into any other filings we make with the SEC.

No person is authorized to give any information or to make any representations with respect to the matters described in this information statement other than those contained in this information statement or in the documents incorporated by reference in this information statement and, if given or made, such information or representation must not be relied upon as having been authorized by us or Exterran Holdings. Neither the delivery of this information statement nor completion of the spin-off shall, under any circumstances, create any implication that there has been no change in our affairs or those of Exterran Holdings since the date of this information statement.

INDEX TO COMBINED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Exterran Holdings, Inc.
Houston, Texas

We have audited the accompanying combined balance sheets of the International Services and Global Product Sales Businesses of Exterran Holdings, Inc. and subsidiaries (the "Company"), as of December 31, 2014 and 2013, and the related combined statements of operations, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule for each of the three years in the period ended December 31, 2014 listed in the Index on page F-1. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2014 and 2013, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule when considered in relation to the basic combined financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As described in Note 1, the accompanying combined financial statements have been derived from the consolidated financial statements and accounting records of Exterran Holdings, Inc. The combined financial statements also include expense allocations for certain corporate functions historically provided by Exterran Holdings, Inc. These allocations may not be reflective of the actual expense which would have been incurred had the Company operated as a separate entity apart from Exterran Holdings, Inc.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
March 13, 2015

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

COMBINED BALANCE SHEETS

(In thousands)

	December 31,	
	2014	2013
ASSETS		
Current assets:		
Cash and cash equivalents	$ 39,361	$ 35,194
Restricted cash	1,490	1,269
Accounts receivable, net of allowance of $2,133 and $7,381, respectively	398,070	352,903
Inventory, net	291,240	283,011
Costs and estimated earnings in excess of billings on uncompleted contracts	120,938	117,175
Current deferred income taxes	48,890	38,112
Other current assets	53,977	54,376
Current assets associated with discontinued operations	468	91
Total current assets	954,434	882,131
Property, plant and equipment, net	954,811	965,196
Intangible and other assets, net	123,578	151,884
Total assets	$ 2,032,823	$ 1,999,211
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable, trade	$ 161,826	$ 128,435
Accrued liabilities	168,577	204,142
Deferred revenue	64,820	87,079
Billings on uncompleted contracts in excess of costs and estimated earnings	76,277	87,925
Current liabilities associated with discontinued operations	1,338	2,364
Total current liabilities	472,838	509,945
Long-term debt	1,107	1,539
Deferred income taxes	38,180	49,538
Long-term deferred revenue	41,591	31,391
Other long-term liabilities	26,968	32,447
Long-term liabilities associated with discontinued operations	317	447
Total liabilities	581,001	625,307
Commitments and contingencies (Note 16)		
Equity:		
Parent equity	1,435,046	1,342,480
Accumulated other comprehensive income	16,776	31,424
Total equity	1,451,822	1,373,904
Total liabilities and equity	$ 2,032,823	$ 1,999,211

The accompanying notes are an integral part of these combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

COMBINED STATEMENTS OF OPERATIONS

(In thousands)

	Years Ended December 31,		
	2014	2013	2012
Revenues:			
Contract operations	$ 493,853	$ 476,016	$ 463,957
Aftermarket services	162,724	160,672	145,048
Product sales—third parties	1,283,208	1,660,344	1,349,817
Product sales—affiliates	232,969	118,441	109,902
	2,172,754	2,415,473	2,068,724
Costs and expenses:			
Cost of sales (excluding depreciation and amortization expense):			
Contract operations	185,408	196,944	184,608
Aftermarket services	120,181	120,344	107,858
Product sales	1,270,296	1,514,669	1,291,652
Selling, general and administrative	267,493	264,890	269,812
Depreciation and amortization	173,803	140,029	167,499
Long-lived asset impairment	3,851	11,941	5,197
Restructuring charges	—	—	3,892
Interest expense	1,905	3,551	5,318
Equity in income of non-consolidated affiliates	(14,553)	(19,000)	(51,483)
Other (income) expense, net	7,222	(1,966)	5,638
	2,015,606	2,231,402	1,989,991
Income before income taxes	157,148	184,071	78,733
Provision for income taxes	77,833	97,367	26,226
Income from continuing operations	79,315	86,704	52,507
Income from discontinued operations, net of tax	73,198	66,149	66,843
Net income	$ 152,513	$ 152,853	$ 119,350

The accompanying notes are an integral part of these combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

COMBINED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)

	Years Ended December 31,		
	2014	2013	2012
Net income	$ 152,513	$ 152,853	$ 119,350
Other comprehensive income:			
Foreign currency translation adjustment	(14,648)	4,531	3,762
Comprehensive income	$ 137,865	$ 157,384	$ 123,112

The accompanying notes are an integral part of these combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

COMBINED STATEMENTS OF CHANGES IN EQUITY

(In thousands)

	Parent Equity	Accumulated Other Comprehensive Income	Total Equity
Balance, January 1, 2012	$ 1,427,697	$ 23,131	$ 1,450,828
Net income	119,350		119,350
Net distributions to parent	(166,546)		(166,546)
Foreign currency translation adjustment		3,762	3,762
Balance at December 31, 2012	$ 1,380,501	$ 26,893	$ 1,407,394
Net income	152,853		152,853
Net distributions to parent	(190,874)		(190,874)
Foreign currency translation adjustment		4,531	4,531
Balance at December 31, 2013	$ 1,342,480	$ 31,424	$ 1,373,904
Net income	152,513		152,513
Net distributions to parent	(59,947)		(59,947)
Foreign currency translation adjustment		(14,648)	(14,648)
Balance at December 31, 2014	$ 1,435,046	$ 16,776	$ 1,451,822

The accompanying notes are an integral part of these combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

COMBINED STATEMENTS OF CASH FLOWS

(In thousands)

	Years Ended December 31,		
	2014	2013	2012
Cash flows from operating activities:			
Net income	$ 152,513	$ 152,853	$ 119,350
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	173,803	140,029	167,499
Long-lived asset impairment	3,851	11,941	5,197
Income from discontinued operations, net of tax	(73,198)	(66,149)	(66,843)
Provision for doubtful accounts	679	2,317	7,642
Gain on sale of property, plant and equipment	(1,834)	(3,398)	(573)
Equity in income of non-consolidated affiliates	(14,553)	(19,000)	(51,483)
Loss on remeasurement of intercompany balances	3,614	4,313	7,406
Loss on sale of businesses	961	—	—
Capital contribution by parent—stock-based compensation expense	5,288	5,330	6,057
Deferred income tax provision	10,106	15,956	(14,744)
Changes in assets and liabilities:			
Accounts receivable and notes	(50,641)	(16,981)	(12,901)
Inventory	(11,893)	(24,535)	(33,578)
Costs and estimated earnings versus billings on uncompleted contracts	(17,078)	(36,539)	45,559
Other current assets	(1,285)	23,412	25,906
Accounts payable and other liabilities	(6,949)	9,180	(15,063)
Deferred revenue	(9,913)	(14,322)	7,335
Other	(18,373)	(19,987)	(30,387)
Net cash provided by continuing operations	145,098	164,420	166,379
Net cash provided by discontinued operations	5,844	5,866	2,054
Net cash provided by operating activities	150,942	170,286	168,433
Cash flows from investing activities:			
Capital expenditures	(157,854)	(100,195)	(164,790)
Proceeds from sale of property, plant and equipment	12,219	21,264	19,210
Proceeds from sale of businesses	1,516	—	—
Return of investments in non-consolidated affiliates	14,750	19,000	51,707
(Increase) decrease in restricted cash	(221)	14	(162)
Cash invested in non-consolidated affiliates	(197)	—	(224)
Net cash used in continuing operations	(129,787)	(59,917)	(94,259)
Net cash provided by discontinued operations	66,210	74,830	135,959
Net cash provided by (used in) investing activities	(63,577)	14,913	41,700
Cash flows from financing activities:			
Net distributions to parent	(79,273)	(182,685)	(196,934)
Net cash used in financing activities	(79,273)	(182,685)	(196,934)
Effect of exchange rate changes on cash and cash equivalents	(3,925)	(1,487)	(486)
Net increase in cash and cash equivalents	4,167	1,027	12,713
Cash and cash equivalents at beginning of period	35,194	34,167	21,454
Cash and cash equivalents at end of period	$ 39,361	$ 35,194	$ 34,167
Supplemental disclosure of cash flow information:			
Income taxes paid, net	$ 63,372	$ 73,497	$ 35,920
Interest paid	$ 1,905	$ 3,551	$ 5,318
Supplemental disclosure of non-cash transactions:			
Net transfers of property, plant and equipment to (from) parent	$ (17,472)	$ 12,578	$ (24,785)
Accrued capital expenditures	$ 15,426	$ 6,442	$ 9,216

The accompanying notes are an integral part of these combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

1. Spin-off, Description of Business and Basis of Presentation

Spin-off

On November 17, 2014, Exterran Holdings, Inc. (along with its subsidiaries "Exterran Holdings" unless the context indicates otherwise) announced that its board of directors had unanimously approved pursuing a plan to separate (the "spin-off") its international contract operations, international aftermarket services (the international contract operations and international aftermarket services businesses combined are referred to as the "international services businesses" and include such activities conducted outside of the United States of America ("U.S.")) and global fabrication business into an independent, publicly traded company ("SpinCo"). We refer to the global fabrication business currently operated by Exterran Holdings as our product sales business. This spin-off is expected to be completed in accordance with a separation and distribution agreement between Exterran Holdings and SpinCo. To effect the spin-off, Exterran Holdings intends to distribute, on a pro rata basis, all of the shares of SpinCo common stock to the Exterran Holdings' stockholders as of the record date for the spin-off. The spin-off is subject to market conditions, the receipt of an opinion of counsel as to the tax treatment of the transaction, completion of a review by the U.S. Securities and Exchange Commission of this Form 10, the execution of separation and intercompany agreements and final approval of the Exterran Holdings' board of directors. The spin-off will not be subject to a shareholder vote. Upon completion of the spin-off, Exterran Holdings and SpinCo will each be independent, publicly traded companies and will have separate public ownership, boards of directors and management.

Description of Business

SpinCo, together with its subsidiaries ("our", "we" or "us") is a market leader in the provision of compression, production and processing products and services that support the production and transportation of oil and natural gas throughout the world. We provide these products and services to a global customer base consisting of companies engaged in all aspects of the oil and natural gas industry, including large integrated oil and natural gas companies, national oil and natural gas companies, independent oil and natural gas producers and oil and natural gas processors, gatherers and pipeline operators. We operate in three primary business lines: contract operations, aftermarket services and product sales. In our contract operations business line, we own and operate natural gas compression equipment and crude oil and natural gas production and processing equipment on behalf of our customers. In our aftermarket services business line, we provide operations, maintenance, overhaul and reconfiguration services to customers who own their own compression, production, processing, treating and related equipment. In our product sales business line, we fabricate natural gas compression packages and oil and natural gas production and processing equipment for sale to our customers and for use in our contract operations services. In addition, our product sales business line provides engineering, procurement and fabrication services related to the manufacturing of critical process equipment for refinery and petrochemical facilities, the fabrication of tank farms and the fabrication of evaporators and brine heaters for desalination plants. We offer our customers, on either a contract operations basis or a sale basis, the engineering, design, project management, procurement and construction services necessary to incorporate our products into production, processing and compression facilities, which we refer to as Integrated Projects.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

1. Spin-off, Description of Business and Basis of Presentation (Continued)

Basis of Presentation

These combined financial statements were prepared in connection with the expected spin-off and are derived from the accounting records of Exterran Holdings. These statements reflect the combined historical results of operations, financial position and cash flows of Exterran Holdings' international services and global product sales businesses in conformity with accounting principles generally accepted in the U.S. ("GAAP"). These combined financial statements are presented as if such businesses had been combined for all periods presented. All intercompany transactions and accounts within SpinCo have been eliminated. All affiliate transactions between SpinCo and Exterran Holdings have been included in these combined financial statements. See Note 14 for further discussion on transactions with affiliates.

The combined financial statements include certain assets and liabilities that have historically been held at the Exterran Holdings level but are specifically identifiable or otherwise attributable to us. The assets and liabilities in the combined financial statements have been reflected on a historical cost basis, as immediately prior to the spin-off all of the assets and liabilities of SpinCo are wholly owned by Exterran Holdings. Third party debt, other than debt attributable to capital leases, of Exterran Holdings were not allocated to us for any of the periods presented as we are not the legal obligor of the debt and the Exterran Holdings' borrowings were not directly attributable to our business. The combined statement of operations also includes expense allocations for certain functions historically performed by Exterran Holdings and not allocated to its operating segments, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology. See Note 14 for further discussion regarding the allocation of corporate expenses.

Investments in affiliated entities in which we own more than a 20% interest and do not have a controlling interest are accounted for using the equity method.

2. Significant Accounting Policies

Use of Estimates in the Combined Financial Statements

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets, liabilities, revenue and expenses, as well as the disclosures of contingent assets and liabilities. Because of the inherent uncertainties in this process, actual future results could differ from those expected at the reporting date. Management believes that the estimates and assumptions used are reasonable.

Cash and Cash Equivalents

We consider all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Restricted Cash

Restricted cash as of December 31, 2014 and 2013 consists of cash that contractually is not available for immediate use. Restricted cash is presented separately from cash and cash equivalents in the combined balance sheets and statements of cash flows.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

Revenue Recognition

Contract operations revenue is recognized when earned, which generally occurs monthly when service is provided under our customer contracts. Aftermarket services revenue is recognized as products are delivered and title is transferred or services are performed for the customer.

Product sales revenue from third-parties is recognized using the percentage-of-completion method when the applicable criteria are met. We estimate percentage-of-completion for compressor and accessory product sales on a direct labor hour to total labor hour basis. We estimate production and processing equipment product sales percentage-of-completion using the direct labor hour to total labor hour basis and the cost to total cost basis. The duration of these projects is typically between three and 24 months. Product sales revenue is recognized using the completed contract method when the applicable criteria of the percentage-of-completion method are not met. Product sales revenue from affiliates is recognized using the completed contract method as the equipment is not guaranteed to be sold to the affiliate until the entities have entered into a bill of sale for such equipment which occurs once the fabrication process has been completed. Product sales revenue from a claim is recognized to the extent that costs related to the claim have been incurred, when collection is probable and can be reliably estimated. We estimate the future costs and gross margin on uncompleted contracts related to our product sales contracts. If we determine that a contract will result in a loss, we record a provision for the entire amount of the estimated loss in the period in which such loss is identified.

Concentrations of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist of cash and cash equivalents and accounts receivable. We believe that the credit risk in temporary cash investments is limited because our cash is held in accounts with multiple financial institutions. Trade accounts receivable are due from companies of varying size engaged principally in oil and natural gas activities throughout the world. We review the financial condition of customers prior to extending credit and generally do not obtain collateral for trade receivables. Payment terms are on a short-term basis and in accordance with industry practice. We consider this credit risk to be limited due to these companies' financial resources, the nature of products and services we provide and the terms of our contract operations customer service agreements.

We maintain allowances for doubtful accounts for estimated losses resulting from our customers' inability to make required payments. The determination of the collectability of amounts due from our customers requires us to use estimates and make judgments regarding future events and trends, including monitoring our customers' payment history and current creditworthiness to determine that collectability is reasonably assured, as well as consideration of the overall business climate in which our customers operate. Inherently, these uncertainties require us to make judgments and estimates regarding our customers' ability to pay amounts due to us in order to determine the appropriate amount of valuation allowances required for doubtful accounts. We review the adequacy of our allowance for doubtful accounts quarterly. We determine the allowance needed based on historical write-off experience and by evaluating significant balances aged greater than 90 days individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. During the years ended

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

December 31, 2014, 2013 and 2012, we recorded bad debt expense of $0.6 million, $2.3 million and $7.6 million, respectively.

Inventory

Inventory consists of parts used for fabrication or maintenance of natural gas compression equipment and facilities, processing and production equipment and also includes compression units and production equipment that are held for sale. Inventory is stated at the lower of cost or market using the average-cost method. A reserve is recorded against inventory balances for estimated obsolescence based on specific identification and historical experience.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives as follows:

Compression equipment, facilities and other fleet assets	3 to 30 years
Buildings	20 to 35 years
Transportation, shop equipment and other	3 to 12 years

Major improvements that extend the useful life of an asset are capitalized. Repairs and maintenance are expensed as incurred. When property, plant and equipment is sold, retired or otherwise disposed of, the gain or loss is recorded in other (income) expense, net.

Computer software

Certain costs related to the development or purchase of internal-use software are capitalized and amortized over the estimated useful life of the software, which ranges from three to five years. Costs related to the preliminary project stage and the post-implementation/operation stage of an internal-use computer software development project are expensed as incurred.

Long-Lived Assets

We review long-lived assets, including property, plant and equipment and identifiable intangibles that are being amortized, for impairment whenever events or changes in circumstances, including the removal of compressor units from our active fleet, indicate that the carrying amount of an asset may not be recoverable. An impairment loss exists when estimated undiscounted cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. When necessary, an impairment loss is recognized and represents the excess of the asset's carrying value as compared to its estimated fair value and is charged to the period in which the impairment occurred. Identifiable intangibles are amortized over the assets' estimated useful lives.

Deferred Revenue

Deferred revenue is primarily comprised of billings related to jobs where revenue is recognized on the percentage-of-completion method that have not begun, milestone billings related to jobs where

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

revenue is recognized on the completed contract method and deferred revenue on contract operations jobs.

Other (Income) Expense, Net

Other (income) expense, net, is primarily comprised of gains and losses from the remeasurement of our international subsidiaries' net assets exposed to changes in foreign currency rates and on the sale of used assets.

Income Taxes

Our operations are subject to U.S. federal, state and local and foreign income taxes. In preparing our combined financial statements, we have determined our tax provision on a separate return, stand-alone basis. In the U.S., our operations have been historically included in Exterran Holdings' income tax returns. Differences between Exterran Holdings' U.S. separate income tax returns and cash flows attributable to income taxes for our U.S. operations have been recognized as distributions to, or contributions from, parent within parent equity.

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events included in the combined financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the combined financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We record net deferred tax assets to the extent we believe these assets will more likely than not be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies and results of recent operations. In the event we were to determine that we would be able to realize our deferred income tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with the accounting standard on income taxes under a two-step process whereby (1) we determine whether it is more likely than not that the tax positions will be sustained based on the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is greater than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

Foreign Currency Translation

The financial statements of subsidiaries outside the U.S., except those for which we have determined that the U.S. dollar is the functional currency, are measured using the local currency as the functional currency. Assets and liabilities of these subsidiaries are translated at the rates of exchange in effect at the balance sheet date. Income and expense items are translated at average monthly rates of

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

exchange. The resulting gains and losses from the translation of accounts into U.S. dollars are included in accumulated other comprehensive income (loss) in our combined balance sheets. For all subsidiaries, gains and losses from remeasuring foreign currency accounts into the functional currency are included in other (income) expense, net, in our combined statements of operations. We recorded a foreign currency loss of $8.8 million, $3.0 million and $8.2 million during the years ended December 31, 2014, 2013 and 2012, respectively. Included in our foreign currency loss was $3.6 million, $4.3 million and $7.4 million of non-cash losses from foreign currency exchange rate changes recorded on intercompany obligations during the years ended December 31, 2014, 2013 and 2012, respectively.

Argentina's current regulations restrict foreign exchange, including exchanging Argentine pesos for U.S. dollars in certain cases, and we are unable to freely repatriate cash generated in Argentina to fund our other operations. During 2014, we used Argentine pesos to purchase certain short-term investments in Argentine government issued U.S. dollar denominated bonds. The effective peso to U.S. dollar exchange rate embedded in the purchase price of bonds resulted in our recognition of a loss during the year ended December 31, 2014 of $6.5 million, which is included in other (income) expense, net, in our combined statements of operations.

Comprehensive Income (Loss)

Components of comprehensive income are net income and all changes in equity during a period except those resulting from transactions with owners. Our accumulated other comprehensive income consists of foreign currency translation adjustments.

The following table presents the changes in accumulated other comprehensive income by component, net of tax, during the years ended December 31, 2012, 2013 and 2014 (in thousands):

	Foreign Currency Translation Adjustment
Accumulated other comprehensive income, January 1, 2012	$ 23,131
Income recognized in other comprehensive income	3,762
Accumulated other comprehensive income, December 31, 2012	26,893
Loss recognized in other comprehensive income	(2,960)
Loss reclassified from accumulated other comprehensive income	7,491(1)
Accumulated other comprehensive income, December 31, 2013	31,424
Loss recognized in other comprehensive income	(11,871)
Gain reclassified from accumulated other comprehensive income	(2,777)(2)
Accumulated other comprehensive income, December 31, 2014	$ 16,776

(1) During the year ended December 31, 2013, we reclassified losses of $5.1 million and $2.4 million related to foreign currency translation adjustments to income from discontinued operations, net of tax, and long-lived asset impairment, respectively, in our combined statements of operations. These amounts represent cumulative foreign currency

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

translation adjustments associated with our contract operations and aftermarket services businesses in Canada ("Canadian Operations") and a United Kingdom entity that previously had been recognized in accumulated other comprehensive income (loss). See Note 3 for further discussion of the sale of our Canadian Operations. Additionally, as discussed in Note 11, we sold the entity that owned our product sales facility in the United Kingdom in July 2013 and, we recognized impairment during the year ended December 31, 2013 based on the net transaction value set forth in our agreement to sell this entity.

(2) During the year ended December 31, 2014, we reclassified a gain of $2.8 million related to foreign currency translation adjustments to other (income) expense, net, in our combined statements of operations. This amount represents cumulative foreign currency translation adjustments associated with our contract operations and aftermarket services businesses in Australia, which were sold in December 2014, that previously had been recognized in accumulated other comprehensive income (loss).

Financial Instruments

Our financial instruments consist of cash, restricted cash, receivables and payables. At December 31, 2014 and 2013, the estimated fair values of these financial instruments approximated their carrying amounts as reflected in our combined balance sheets. See Note 10 for additional information regarding the fair value hierarchy.

3. Discontinued Operations

In May 2009, the Venezuelan government enacted a law that reserves to the State of Venezuela certain assets and services related to hydrocarbon activities, which included substantially all of our assets and services in Venezuela. The law provides that the reserved activities are to be performed by the State, by the State-owned oil company, Petroleos de Venezuela S.A. ("PDVSA"), or its affiliates, or through mixed companies under the control of PDVSA or its affiliates. The law authorizes PDVSA or its affiliates to take possession of the assets and take over control of those operations related to the reserved activities as a step prior to the commencement of an expropriation process, and permits the national executive of Venezuela to decree the total or partial expropriation of shares or assets of companies performing those services.

In June 2009, PDVSA commenced taking possession of our assets and operations in a number of our locations in Venezuela and by the end of the second quarter of 2009, PDVSA had assumed control over substantially all of our assets and operations in Venezuela. The expropriation of our business in Venezuela meets the criteria established for recognition as discontinued operations under GAAP. Therefore, our Venezuelan contract operations business is reflected as discontinued operations in our combined financial statements.

In March 2010, our Spanish subsidiary filed a request for the institution of an arbitration proceeding against Venezuela with the International Centre for Settlement of Investment Disputes ("ICSID") related to the seized assets and investments under the agreement between Spain and Venezuela for the Reciprocal Promotion and Protection of Investments and under Venezuelan law. The arbitration hearing occurred in July 2012.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

3. Discontinued Operations (Continued)

In August 2012, our Venezuelan subsidiary sold its previously nationalized assets to PDVSA Gas, S.A. ("PDVSA Gas") for a purchase price of approximately $441.7 million. We received an initial payment of $176.7 million in cash at closing, of which we remitted $50.0 million to repay the amount we collected in January 2010 under the terms of an insurance policy we maintained for the risk of expropriation. We received installment payments, including an annual charge, totaling $72.6 million, $69.3 million and $16.8 million during the years ended December 31, 2014, 2013 and 2012, respectively. The remaining principal amount due to us of approximately $116 million as of December 31, 2014, is payable in quarterly cash installments through the third quarter of 2016. We have not recognized amounts payable to us by PDVSA Gas as a receivable and will therefore recognize quarterly payments received in the future as income from discontinued operations in the periods such payments are received. The proceeds from the sale of the assets are not subject to Venezuelan national taxes due to an exemption allowed under the Venezuelan Reserve Law applicable to expropriation settlements. In addition, and in connection with the sale, we and the Venezuelan government agreed to waive rights to assert certain claims against each other. We therefore recorded a reduction in previously unrecognized tax benefits, resulting in a $15.5 million benefit reflected in income (loss) from discontinued operations, net of tax, in our combined statements of operations during the year ended December 31, 2012.

In connection with the sale of these assets, we have agreed to suspend the arbitration proceeding previously filed by our Spanish subsidiary against Venezuela pending payment in full by PDVSA Gas of the purchase price for these nationalized assets.

In June 2012, we committed to a plan to sell our Canadian Operations as part of our continued emphasis on simplification and focus on our core businesses. Our Canadian Operations are reflected as discontinued operations in our combined financial statements. These operations were previously included in our contract operations and aftermarket services business segments. In connection with the planned disposition, we recorded impairment charges totaling $6.4 million and $80.2 million during the years ended December 31, 2013 and 2012, respectively. The impairment charges are reflected in income from discontinued operations, net of tax, in our combined statements of operations.

In July 2013, we completed the sale of our Canadian Operations to Ironline Compression Holdings LLC, an affiliate of Staple Street Capital L.L.C. We received the following consideration for the sale of the Canadian Operations (specified in either U.S. dollars ("$") or Canadian dollars ("CDN$")): (i) cash proceeds of $12.3 million, net of transaction expenses, (ii) a note receivable of CDN$8.1 million, (iii) contingent consideration of CDN$5.0 million based upon the Canadian Operations reaching a specified performance threshold prior to December 31, 2016 and (iv) a potential tax refund related to the Canadian Operations of CDN$1.6 million if such amounts are received by the Canadian Operations.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

3. Discontinued Operations (Continued)

The following table summarizes the operating results of discontinued operations (in thousands):

	Years Ended December 31,						
	2014	2013			2012		
	Venezuela	Venezuela	Canada	Total	Venezuela	Canada	Total
Revenue	$ —	$ —	$ 24,458	$ 24,458	$ —	$ 50,557	$ 50,557
Expenses and selling, general and administrative	479	883	21,810	22,693	1,275	50,521	51,796
Loss (recovery) attributable to expropriation and impairments	(66,040)	(66,344)	6,376	(59,968)	(136,947)	80,159	(56,788)
Other income, net	(7,637)	(4,552)	(30)	(4,582)	(219)	(130)	(349)
Provision for (benefit from) income taxes	—	—	166	166	(13,509)	2,564	(10,945)
Income (loss) from discontinued operations, net of tax	$ 73,198	$ 70,013	$ (3,864)	$ 66,149	$ 149,400	$ (82,557)	$ 66,843

The following table summarizes the balance sheet data for discontinued operations (in thousands):

	December 31,	
	2014	2013
Cash	$ 431	$ 74
Accounts receivable	2	1
Other current assets	35	16
Total current assets associated with discontinued operations	468	91
Total assets associated with discontinued operations	$ 468	$ 91
Accounts payable	$ 214	$ 366
Accrued liabilities	1,124	1,998
Total current liabilities associated with discontinued operations	1,338	2,364
Other long-term liabilities	317	447
Total liabilities associated with discontinued operations	$ 1,655	$ 2,811

4. Inventory, net

Inventory, net of reserves, consisted of the following amounts (in thousands):

	December 31,	
	2014	2013
Parts and supplies	$ 148,724	$ 121,479
Work in progress	108,814	120,884
Finished goods	33,702	40,648
Inventory, net	$ 291,240	$ 283,011

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

4. Inventory, net (Continued)

During the years ended December 31, 2014, 2013 and 2012, we recorded $3.2 million, $0.6 million and $0.6 million, respectively, in inventory write-downs and reserves for inventory which was obsolete, excess or carried at a price above market value. As of December 31, 2014 and 2013, we had inventory reserves of $8.7 million and $8.2 million, respectively.

5. Product Sales Contracts

Costs, estimated earnings and billings on uncompleted contracts that are recognized using the percentage-of-completion method consisted of the following (in thousands):

	December 31,	
	2014	2013
Costs incurred on uncompleted contracts	$ 811,977	$ 713,889
Estimated earnings	134,569	109,494
	946,546	823,383
Less—billings to date	(901,885)	(794,133)
	$ 44,661	$ 29,250

Costs, estimated earnings and billings on uncompleted contracts are presented in the accompanying combined financial statements as follows (in thousands):

	December 31,	
	2014	2013
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 120,938	$ 117,175
Billings on uncompleted contracts in excess of costs and estimated earnings	(76,277)	(87,925)
	$ 44,661	$ 29,250

6. Property, Plant and Equipment, net

Property, plant and equipment, net, consisted of the following (in thousands):

	December 31,	
	2014	2013
Compression equipment, facilities and other fleet assets	$ 1,514,982	$ 1,512,186
Land and buildings	154,866	151,627
Transportation and shop equipment	194,032	191,609
Other	112,732	104,972
	1,976,612	1,960,394
Accumulated depreciation	(1,021,801)	(995,198)
Property, plant and equipment, net	$ 954,811	$ 965,196

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

6. Property, Plant and Equipment, net (Continued)

Depreciation expense was $167.3 million, $131.7 million and $156.5 million during the years ended December 31, 2014, 2013 and 2012, respectively. Assets under construction of $70.7 million and $50.8 million were primarily included in compression equipment, facilities and other fleet assets at December 31, 2014 and 2013, respectively.

7. Intangible and Other Assets, net

Intangible and other assets, net, consisted of the following (in thousands):

	December 31,	
	2014	2013
Intangible assets, net	$ 23,788	$ 29,844
Deferred taxes	57,899	79,143
Recoverable foreign social security tax	19,372	21,294
Other	22,519	21,603
Intangibles and other assets, net	$ 123,578	$ 151,884

Intangible assets consisted of the following (in thousands):

	December 31, 2014		December 31, 2013	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Marketing related (20 year life)	$ 2,638	$ (1,747)	$ 2,691	$ (1,677)
Customer related (17 - 20 year life)	81,088	(59,918)	82,325	(56,665)
Technology based (20 year life)	3,843	(3,480)	4,149	(3,604)
Contract based (2 - 11 year life)	44,983	(43,619)	45,471	(42,846)
Intangible assets	$ 132,552	$ (108,764)	$ 134,636	$ (104,792)

Amortization of intangible assets totaled $6.5 million, $8.3 million and $11.0 million during the years ended December 31, 2014, 2013 and 2012, respectively.

Estimated future intangible amortization expense is as follows (in thousands):

2015	$ 5,200
2016	4,250
2017	3,149
2018	2,572
2019	2,119
Thereafter	6,498
Total	$ 23,788

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

8. Investments in Non-Consolidated Affiliates

Investments in affiliates that are not controlled by us where we have the ability to exercise significant influence over the operations are accounted for using the equity method.

We own a 30.0% interest in WilPro Energy Services (PIGAP II) Limited and 33.3% interest in WilPro Energy Services (El Furrial) Limited which are joint ventures that provided natural gas compression and injection services in Venezuela. In May 2009, PDVSA assumed control over the assets of our Venezuelan joint ventures and transitioned the operations, including the hiring of their employees, to PDVSA. In March 2011, our Venezuelan joint ventures, together with the Netherlands' parent company of our joint venture partners, filed a request for the institution of an arbitration proceeding against Venezuela with ICSID related to the seized assets and investments.

In March 2012, our Venezuelan joint ventures sold their assets to PDVSA Gas. We received an initial payment of $37.6 million in March 2012, and received installment payments, including an annual charge, totaling $14.7 million, $19.0 million and $14.1 million during the years ended December 31, 2014, 2013 and 2012, respectively. The remaining principal amount due to us of approximately $26 million as of December 31, 2014, is payable in quarterly cash installments through the first quarter of 2016. In January 2015, we received an installment payment, including an annual charge, of $5.0 million that was due to us in December 2014. We have not recognized amounts payable to us by PDVSA Gas as a receivable and will therefore recognize quarterly payments received in the future as equity in (income) loss of non-consolidated affiliates in our combined statements of operations in the periods such payments are received. In connection with the sale of our Venezuelan joint ventures' assets, the joint ventures and our joint venture partners have agreed to suspend their previously filed arbitration proceeding against Venezuela pending payment in full by PDVSA Gas of the purchase price for the assets.

9. Accrued Liabilities

Accrued liabilities consisted of the following (in thousands):

	December 31,	
	2014	2013
Accrued salaries and other benefits	$ 75,635	$ 69,176
Accrued income and other taxes	47,406	63,144
Accrued warranty expense	11,203	4,644
Deferred income taxes	635	1,377
Accrued start-up and commissioning expenses	3,630	8,445
Accrued other liabilities	30,068	57,356
Accrued liabilities	$ 168,577	$ 204,142

During 2014, we accrued $7.0 million of warranty expense on one project for a single customer. Our warranty expense was $10.5 million, $4.9 million and $4.8 million during the years ended December 31, 2014, 2013 and 2012, respectively.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

10. Fair Value Measurements

The accounting standard for fair value measurements and disclosures establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into the following three broad categories.

- *Level 1*—Quoted unadjusted prices for identical instruments in active markets to which we have access at the date of measurement.
- *Level 2*—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets. Level 2 inputs are those in markets for which there are few transactions, the prices are not current, little public information exists or prices vary substantially over time or among brokered market makers.
- *Level 3*—Model derived valuations in which one or more significant inputs or significant value drivers are unobservable. Unobservable inputs are those inputs that reflect our own assumptions regarding how market participants would price the asset or liability based on the best available information.

The following table presents our assets and liabilities measured at fair value on a nonrecurring basis during the years ended December 31, 2014 and 2013, with pricing levels as of the date of valuation (in thousands):

	Year Ended December 31, 2014			Year Ended December 31, 2013		
	(Level 1)	(Level 2)	(Level 3)	(Level 1)	(Level 2)	(Level 3)
Impaired long-lived assets	$ —	$ —	$ —	$ —	$ —	$ —
Impaired long-lived assets—Discontinued operations	—	—	—	—	—	—
Long-term receivable from the sale of our Canadian Operations	—	—	—	—	—	7,300

Our estimate of the impaired long-lived assets' fair value was primarily based on the estimated component value of the equipment we plan to use and expected net sale proceeds. Impaired long-lived assets include our estimate of the fair value of the impaired assets of the entity that owned our product sales facility in the United Kingdom, which was based on the net transaction value set forth in our July 2013 agreement to sell this entity. Our estimate of the fair value of the impaired assets that are classified as discontinued operations was based on our expected proceeds, net of selling costs. Our estimate of the fair value of the long-term receivable from the sale of our Canadian Operations, which included a note receivable and contingent consideration, was discounted based on a settlement period of 5.5 years, a discount rate of 13% and a probability weighted factor of the achievement of the specified performance threshold.

11. Long-Lived Asset Impairment

During the year ended December 31, 2014, we evaluated the future deployment of our idle fleet and determined to retire approximately 20 idle compressor units, representing approximately 18,000 horsepower, previously used to provide services in our contract operations segment. As a result, we performed an impairment review and recorded a $2.8 million asset impairment to reduce the book

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

11. Long-Lived Asset Impairment (Continued)

value of each unit to its estimated fair value. The fair value of each unit was estimated based on the estimated component value of the equipment we plan to use.

In connection with our fleet review during 2014, we evaluated for impairment idle units that had been culled from our fleet in prior years and were available for sale. Based upon that review, we reduced the expected proceeds from disposition for certain of the remaining units. This resulted in an additional impairment of $1.1 million to reduce the book value of each unit to its estimated fair value.

In July 2013, as part of our continued emphasis on simplification and focus on our core business, we sold the entity that owned our product sales facility in the United Kingdom. As a result, we recorded impairment charges of $11.9 million during the year ended December 31, 2013.

During the year ended December 31, 2012, as part of our continued emphasis on simplification and focus on our core businesses, we committed to a plan to dispose of certain offshore assets located in Trinidad. As a result, we performed an impairment review and recorded a $3.2 million asset impairment to reduce the book value of these assets to their estimated fair value. The fair value was estimated based on the expected net sale proceeds.

In 2012, we committed to a plan to sell the entity that owned our product sales facility in the United Kingdom. As a result, we recorded impairment charges of $1.5 million during the year ended December 31, 2012.

During the year ended December 31, 2012, we evaluated other long-lived assets for impairment and recorded long-lived asset impairments of $0.5 million on these assets.

12. Restructuring Charges

In November 2011, we announced a workforce cost reduction program across all of our business segments as a first step in a broader overall profit improvement initiative. These actions were the result of a review of our cost structure aimed at identifying ways to reduce our ongoing operating costs and adjust the size of our workforce to be consistent with then current and expected activity levels. A significant portion of the workforce cost reduction program was completed in 2011, with the remainder completed in 2012.

During the year ended December 31, 2012, we incurred $3.9 million of restructuring charges primarily related to termination benefits and consulting services. These charges are reflected as restructuring charges in our combined statements of operations.

13. Income Taxes

The components of income before income taxes were as follows (in thousands):

	Years Ended December 31,		
	2014	2013	2012
United States	$ 84,549	$ 134,946	$ 48,701
Foreign	72,599	49,125	30,032
Income before income taxes	$ 157,148	$ 184,071	$ 78,733

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

13. Income Taxes (Continued)

The provision for income taxes consisted of the following (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Current tax provision:			
U.S. federal	$ 6,128	$ 20,511	$ 4,051
State	2,136	4,169	1,227
Foreign	56,029	55,790	35,238
Total current	64,293	80,470	40,516
Deferred tax provision (benefit):			
U.S. federal	12,503	10,045	2,772
State	(753)	(865)	(82)
Foreign	1,790	7,717	(16,980)
Total deferred	13,540	16,897	(14,290)
Provision for income taxes	$ 77,833	$ 97,367	$ 26,226

The provision for income taxes for 2014, 2013 and 2012 resulted in effective tax rates on continuing operations of 49.5%, 52.9% and 33.3%, respectively. The reasons for the differences between these effective tax rates and the U.S. statutory rate of 35% are as follows (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Income taxes at U.S. federal statutory rate of 35%	$ 55,002	$ 64,425	$ 27,557
Net state income taxes	976	2,145	745
Foreign taxes	31,289	28,470	14,638
Foreign tax credits	(10,942)	(16,355)	(9,925)
Unrecognized tax benefits	403	2,473	(1,885)
Valuation allowances	7,884	22,795	14,649
Proceeds from sale of joint venture assets	(5,162)	(6,650)	(18,019)
Other	(1,617)	64	(1,534)
Provision for income taxes	$ 77,833	$ 97,367	$ 26,226

Deferred income tax balances are the direct effect of temporary differences between the financial statement carrying amounts and the tax basis of assets and liabilities at the enacted tax rates expected

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

13. Income Taxes (Continued)

to be in effect when the taxes are actually paid or recovered. The tax effects of temporary differences that give rise to deferred tax assets and deferred tax liabilities are as follows (in thousands):

	December 31,	
	2014	2013
Deferred tax assets:		
Net operating loss carryforwards	$ 104,733	$ 102,632
Inventory	2,105	4,240
Accrued liabilities	8,330	4,150
Foreign tax credit carryforwards	62,940	79,228
Deferred revenue	19,370	18,510
Stock-based compensation expense	14,290	10,070
Other	16,387	15,775
Subtotal	228,155	234,605
Valuation allowances	(105,139)	(101,785)
Total deferred tax assets	123,016	132,820
Deferred tax liabilities:		
Property, plant and equipment	(55,042)	(66,480)
Total deferred tax liabilities	(55,042)	(66,480)
Net deferred tax assets	$ 67,974	$ 66,340

Tax balances are presented in the accompanying combined balance sheets as follows (in thousands):

	December 31,	
	2014	2013
Current deferred income tax assets	$ 48,890	$ 38,112
Intangibles and other assets	57,899	79,143
Accrued liabilities	(635)	(1,377)
Deferred income tax liabilities	(38,180)	(49,538)
Net deferred tax assets	$ 67,974	$ 66,340

At December 31, 2014, we had approximately $360.0 million of net operating loss carryforwards in certain foreign jurisdictions (excluding discontinued operations), approximately $205.4 million of which has no expiration date, $44.1 million of which is subject to expiration from 2015 to 2019, and the remainder of which expires in future years through 2034. Foreign tax credit carryforwards of $62.9 million are available to offset future payments of U.S. federal income tax. The foreign tax credits will expire in varying amounts beginning in 2017.

Pursuant to Section 383 of the Internal Revenue Code of 1986, as amended, utilization of credit carryforwards, such as foreign tax credits, will be subject to annual limitations due to the ownership changes of both Hanover Compressor Company ("Hanover") and Universal Compression Holdings, Inc. ("Universal"). In general, an ownership change, as defined by Section 382, results from

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

13. Income Taxes (Continued)

transactions increasing the ownership of certain stockholders or public groups in the stock of a corporation by more than 50 percentage points over a three-year period. The merger of Hanover and Universal to form Exterran Holdings resulted in such an ownership change for both Hanover and Universal. Our ability to utilize credit carryforwards against future U.S. federal income tax may be limited. The limitations may cause us to pay U.S. federal income taxes earlier; however, we do not currently expect that any credit carryforwards will expire as a result of these limitations.

On September 13, 2013, the U.S. Treasury Department and the IRS issued final regulations that address costs incurred in acquiring, producing, or improving tangible property (the "tangible property regulations"). The tangible property regulations are generally effective for tax years beginning on or after January 1, 2014. The tangible property regulations require us to make tax accounting method changes or file election statements with our U.S. federal tax return for our tax year beginning on January 1, 2014; however, these new requirements did not have a material impact on our combined financial statements.

We record valuation allowances when it is more likely than not that some portion or all of our deferred tax assets will not be realized. The ultimate realization of the deferred tax assets depends on the ability to generate sufficient taxable income of the appropriate character and in the appropriate taxing jurisdictions in the future. If we do not meet our expectations with respect to taxable income, we may not realize the full benefit from our deferred tax assets which would require us to record a valuation allowance in our tax provision in future years.

In the fourth quarter of 2013, a $9.0 million valuation allowance was recorded against the deferred tax asset for Italy net operating loss carryforwards. Although the net operating losses have an unlimited carryforward period, cumulative losses in recent years and losses expected in the near term result in it no longer being more likely than not that we will realize the deferred tax asset in the foreseeable future. Due to annual limitations on the utilization of Italy net operating loss carryforwards, we would need to generate more than $40.0 million of taxable income in Italy to fully realize the deferred tax asset.

We have not provided U.S. federal income taxes on indefinitely (or permanently) reinvested cumulative earnings of approximately $705.4 million generated by our non-U.S. subsidiaries. Such earnings are from ongoing operations which will be used to fund international growth. We have not recorded a deferred tax liability related to these unremitted foreign earnings as it is not practicable to estimate the amount of unrecognized deferred tax liabilities. In the event of a distribution of those earnings to the U.S. in the form of dividends, we may be subject to both foreign withholding taxes and U.S. federal income taxes net of allowable foreign tax credits.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

13. Income Taxes (Continued)

A reconciliation of the beginning and ending amount of unrecognized tax benefits (including discontinued operations) is shown below (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Beginning balance	$ 9,033	$ 7,736	$ 14,604
Additions based on tax positions related to prior years	—	1,710	148
Reductions based on settlement with government authority	—	—	(5,753)
Reductions based on lapse of statute of limitations	(215)	(97)	(1,263)
Reductions based on tax positions related to prior years	(462)	(316)	—
Ending balance	$ 8,356	$ 9,033	$ 7,736

We had $8.4 million, $9.0 million and $7.7 million of unrecognized tax benefits at December 31, 2014, 2013 and 2012, respectively, which if recognized, would affect the effective tax rate (except for amounts that would be reflected in income (loss) from discontinued operations, net of tax). We also have recorded $3.2 million, $3.3 million and $2.4 million of potential interest expense and penalties related to unrecognized tax benefits associated with uncertain tax positions (including discontinued operations) as of December 31, 2014, 2013 and 2012, respectively. To the extent interest and penalties are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as reductions in income tax expense.

Our subsidiaries file separate income tax returns in numerous foreign jurisdictions. In the U.S., our operations have been historically included in Exterran Holdings' consolidated and separate income tax returns in the U.S. federal jurisdiction and in numerous state jurisdictions. We are subject to U.S. federal income tax examinations for tax years beginning from 1997 onward and, early in the second quarter of 2011, the Internal Revenue Service ("IRS") commenced an examination of Exterran Holdings' U.S. federal income tax returns for the tax years 2006, 2008 and 2009. In October 2012, the IRS completed its examination and issued Revenue Agent's Reports ("RARs") that reflected an aggregate over-assessment of $0.9 million. All of the adjustments proposed in the RARs were agreed, except for the disallowance of Exterran Holdings' telephone excise tax refund ("TETR") claims of $0.5 million related to the 2006 tax year, for which Exterran Holdings filed protests with the Appeals Division of the IRS. Exterran Holdings settled with the IRS Appeals Division in December 2013 for more than 90% of the TETR claims and received refunds in the first quarter of 2014. The $0.9 million over-assessment was approved for refund by the Joint Committee on Taxation and was received in the third quarter of 2014. We do not expect any tax adjustments from later tax years that would have a material impact on our financial position or results of operations.

State income tax returns are generally subject to examination for a period of three to five years after filing the returns. However, the state impact of any U.S. federal audit adjustments and amendments remains subject to examination by various states for up to one year after formal notification to the states. As of December 31, 2014, we did not have any state audits underway that would have a material impact on our financial position or results of operations.

We are subject to examination by taxing authorities throughout the world, including major foreign jurisdictions such as Argentina, Brazil, Italy and Mexico. With few exceptions, we and our subsidiaries

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

13. Income Taxes (Continued)

are no longer subject to foreign income tax examinations for tax years before 2005. Several foreign audits are currently in progress and we do not expect any tax adjustments that would have a material impact on our financial position or results of operations.

We believe it is reasonably possible that a decrease of up to $0.1 million in unrecognized tax benefits may be necessary on or before December 31, 2015 due to the settlement of audits and the expiration of statutes of limitations. However, due to the uncertain and complex application of tax regulations, it is possible that the ultimate resolution of these matters may result in liabilities which could materially differ from these estimates.

14. Related Party Transactions and Parent Equity

Transactions with Affiliates

All intercompany transactions and accounts within SpinCo have been eliminated. All affiliate transactions between SpinCo and Exterran Holdings have been included in these combined financial statements. Sales of newly-fabricated compression equipment from the product sales business of Exterran Holdings, owned by Exterran Energy Solutions, L.P. ("EESLP"), to Exterran Partners, L.P. ("Exterran Partners") are used in the U.S. services business of Exterran Holdings and are made pursuant to an omnibus agreement between the parties and other affiliates of both entities. Per the omnibus agreement, revenue is determined by the cost to fabricate such equipment plus a fixed margin. During the years ended December 31, 2014, 2013 and 2012, we recorded revenue of $233.0 million, $118.4 million and $109.9 million, respectively, and cost of sales of $212.2 million, $106.6 million and $98.9 million, respectively, from the sale of newly-fabricated compression equipment to Exterran Partners.

Prior to the spin-off transaction closing, EESLP also has a fleet of compression units that it uses to provide compression services in the U.S. services business of Exterran Holdings. Revenue has not been recognized in the combined statements of operations for the sale of compressor units by us that are used by EESLP to provide compression services to customers of the U.S. services business of Exterran Holdings. The cost of these units are treated as a reduction of parent equity in the combined balance sheets and a distribution to parent in the combined statements of cash flows and totaled $59.1 million, $55.2 million and $9.3 million during the years ended December 31, 2014, 2013 and 2012, respectively.

Allocation of Expenses

The combined statement of operations also includes expense allocations for certain functions performed by Exterran Holdings which have not been historically allocated to its operating segments, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology. Included in our selling, general and administrative expense during the years ended December 31, 2014, 2013 and 2012 were $68.3 million, $62.6 million and $63.3 million, respectively, of corporate expenses incurred by Exterran Holdings. These costs were allocated to us systematically based on specific department function and revenue. Management believes the assumptions underlying the combined financial statements, including the assumptions regarding allocating expenses from Exterran Holdings, are reasonable. Nevertheless, the combined financial statements may not include all of the actual expenses that would have been incurred had we been a standalone public company during the periods presented and may not reflect our combined results of

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

14. Related Party Transactions and Parent Equity (Continued)

operations, financial position and cash flows had we been a stand-alone public company during the periods presented. Actual costs that would have been incurred if we had been a stand-alone public company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure.

Cash Management

EESLP provides centralized treasury functions for Exterran Holdings' U.S. operations, whereby EESLP regularly transfers cash both to and from U.S. subsidiaries of Exterran Holdings, as necessary. In conjunction therewith, the intercompany transactions between our U.S. subsidiaries and the other U.S. subsidiaries of Exterran Holdings have been considered to be effectively settled in cash in these combined financial statements. Intercompany receivables/payables from/to related parties arising from transactions with affiliates and expenses allocated from Exterran Holdings described above have been included in net distributions to parent in the combined financial statements.

Net Distributions to Parent

Parent equity, which includes retained earnings, represents Exterran Holdings' interest in our recorded net assets. All transactions between us and Exterran Holdings have been identified in the accompanying combined statements of changes in equity as net distributions to parent. A reconciliation of net distributions to parent in the combined statements of changes in equity to the corresponding amount presented on the combined statements of cash flows for all periods presented is as follows (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Net distributions to parent per combined statements of changes in equity	$ (59,947)	$ (190,874)	$ (166,546)
Capital contribution by parent—stock-based compensation expense	(5,288)	(5,330)	(6,057)
Capital contribution by parent—stock-based compensation excess tax benefit	3,434	941	454
Net transfers of property, plant and equipment to (from) parent	(17,472)	12,578	(24,785)
Net distributions to parent per combined statements of cash flows	$ (79,273)	$ (182,685)	$ (196,934)

15. Stock-Based Compensation and Awards

Exterran Holdings maintains stock-based compensation plans described below. The below disclosures only relate to stock-based compensation provided to employees that are directly involved in our operations. The below disclosure excludes stock-based compensation awards made to employees that are indirectly involved in our operations but whose cost have been allocated to us.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

15. Stock-Based Compensation and Awards (Continued)

The following table presents the stock-based compensation expense included in our results of operations for employees directly involved in our operations (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Stock options	$ 496	$ 506	$ 876
Restricted stock, restricted stock units, performance units, cash settled restricted stock units, cash settled performance units and phantom units	7,922	7,609	6,756
Total stock-based compensation expense	$ 8,418	$ 8,115	$ 7,632

Stock Incentive Plan

In April 2013, Exterran Holdings adopted the Exterran Holdings, Inc. 2013 Stock Incentive Plan (the "2013 Plan") to provide for the granting of stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, other stock-based awards and dividend equivalent rights to employees, directors and consultants of Exterran Holdings. Upon effectiveness of the 2013 Plan, no additional grants may be made under the Exterran Holdings, Inc. 2007 Amended and Restated Stock Incentive Plan (the "2007 Plan") and the Exterran Holdings, Inc. 2011 Employment Inducement Long-Term Equity Plan (the "Employment Inducement Plan"). Previous grants made under the 2007 Plan and the Employment Inducement Plan will continue to be governed by their respective plans.

Stock Options

Stock options are granted at fair market value at the grant date, are exercisable according to the vesting schedule established by the compensation committee of Exterran Holdings' board of directors in its sole discretion and expire no later than seven years after the grant date. Stock options generally vest one-third per year on each of the first three anniversaries of the grant date.

The weighted average grant date fair value for stock options granted to employees directly involved in our operations during the years ended December 31, 2014, 2013 and 2012 was $14.47, $10.19 and $5.74, respectively, and was estimated using the Black-Scholes option valuation model with the following weighted average assumptions:

	Years Ended December 31,		
	2014	2013	2012
Expected life in years	4.5	4.5	4.5
Risk-free interest rate	1.33%	0.66%	0.78%
Volatility	46.51%	49.19%	47.96%
Dividend yield	1.5%	0.0%	0.0%

The risk-free interest rate is based on the U.S. Treasury yield curve in effect on the grant date for a period commensurate with the estimated expected life of the stock options. Expected volatility is based on the historical volatility of Exterran Holdings stock over the period commensurate with the expected life of the stock options and other factors. The dividend yield is based on the Exterran

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

15. Stock-Based Compensation and Awards (Continued)

Holdings' annualized dividend rate in effect during the quarter in which the grant was made. At the time of the stock option grants during each of the years ended December 31, 2013 and 2012, Exterran Holdings had not historically paid any dividends and did not expect to pay any dividends during the expected life of the stock options.

The following table presents stock option activity with employees directly involved in our operations during the year ended December 31, 2014:

	Stock Options (in thousands)	Weighted Average Exercise Price Per Share	Weighted Average Remaining Life (in years)	Aggregate Intrinsic Value (in thousands)
Options outstanding, January 1, 2014	384	$ 28.38		
Granted	31	41.18		
Exercised	(76)	20.45		
Cancelled	(11)	72.22		
Options outstanding, December 31, 2014	328	29.96	3.3	$ 2,907
Options exercisable, December 31, 2014	177	20.28	3.2	2,179

Intrinsic value is the difference between the market value of Exterran Holdings stock and the exercise price of each stock option multiplied by the number of stock options outstanding for those stock options where the market value exceeds their exercise price. The total intrinsic value of stock options exercised by employees directly involved in our operations during 2014 was $1.5 million. As of December 31, 2014, we expect $0.5 million of unrecognized compensation cost related to unvested stock options issued to employees directly involved in our operations to be recognized over the weighted-average period of 1.7 years.

Restricted Stock, Restricted Stock Units, Performance Units, Cash Settled Restricted Stock Units and Cash Settled Performance Units

For grants of restricted stock, restricted stock units and performance units, we recognize compensation expense over the vesting period equal to the fair value of our common stock at the grant date. We remeasure the fair value of cash settled restricted stock units and cash settled performance units and record a cumulative adjustment of the expense previously recognized. Our obligation related to the cash settled restricted stock units and cash settled performance units is reflected as a liability in our combined balance sheets. Grants of restricted stock, restricted stock units, performance units, cash settled restricted stock units and cash settled performance units generally vest one-third per year on each of the first three anniversaries of the grant date.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

15. Stock-Based Compensation and Awards (Continued)

The following table presents restricted stock, restricted stock unit, performance unit, cash settled restricted stock unit and cash settled performance unit activity with employees directly involved in our operations during the year ended December 31, 2014:

	Shares (in thousands)	Weighted Average Grant-Date Fair Value Per Share
Non-vested awards, January 1, 2014	603	$ 18.97
Granted	149	41.18
Vested	(310)	18.32
Cancelled	(53)	24.46
Non-vested awards, December 31, 2014(1)	389	27.25

(1) Non-vested awards as of December 31, 2014 are comprised of 78,000 cash settled restricted stock units and cash settled performance units and 311,000 restricted shares, restricted stock units and performance units.

As of December 31, 2014, we expect $6.4 million of unrecognized compensation cost related to unvested restricted stock, restricted stock units, performance units, cash settled restricted stock units and cash settled performance units issued to employees directly involved in our operations to be recognized over the weighted-average period of 1.7 years.

16. Commitments and Contingencies

Rent expense for 2014, 2013 and 2012 was approximately $15.5 million, $14.9 million and $12.7 million, respectively. Commitments for future minimum rental payments with terms in excess of one year at December 31, 2014 are as follows (in thousands):

	December 31, 2014
2015	$ 8,402
2016	5,907
2017	5,086
2018	3,027
2019	1,750
Thereafter	15,305
Total	$ 39,477

Guarantees

Borrowings under Exterran Holdings' $900.0 million senior secured revolving credit facility due in July 2016 (the "Exterran Holdings Credit Facility") are guaranteed by certain of our and Exterran Holdings' domestic subsidiaries. Our guarantees of borrowings under the Exterran Holdings Credit

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

16. Commitments and Contingencies (Continued)

Facility are secured by substantially all of the personal property assets and certain real property assets of our Significant Domestic Subsidiaries (as defined in the credit agreement) and 65% of the equity interests in certain of our first-tier foreign subsidiaries. As of December 31, 2014, Exterran Holdings had $375.5 million in outstanding borrowings under the Exterran Holdings Credit Facility.

All of our existing subsidiaries that guarantee indebtedness under the Exterran Holdings Credit Facility also guarantee the Exterran Holdings' $350.0 million aggregate principal amount of 7.25% senior notes due December 2018 (the "Exterran Holdings 7.25% Notes"). Our guarantees of the Exterran Holdings 7.25% Notes are on a senior unsecured basis, rank equally in right of payment with all of Exterran Holdings' other senior obligations and are effectively subordinated to all of Exterran Holdings' existing and future secured debt to the extent of the value of the collateral securing such indebtedness. As of December 31, 2014, Exterran Holdings had $350.0 million in outstanding borrowings under the Exterran Holdings 7.25% Notes. We are liable in the event Exterran Holdings defaults in its payment obligations or fails to comply with the covenants under the debt agreements or upon the occurrence of specified events contained in the debt agreements, including the event of bankruptcy or insolvency of Exterran Holdings. As of December 31, 2014 and 2013, no liabilities relating to such guarantees have been reflected in our combined balance sheets. We expect to be released from our obligations under such guarantees prior to or at the completion of the spin-off.

In addition to our guarantees of indebtedness held by Exterran Holdings, we have issued the following guarantees that are not recorded on our accompanying combined balance sheets (dollars in thousands):

	Term	Maximum Potential Undiscounted Payments as of December 31, 2014
Performance guarantees through letters of credit(1)	2015 - 2019	$ 142,785
Standby letters of credit	2015	10,156
Commercial letters of credit	2015	9,192
Bid bonds and performance bonds(1)	2015 - 2023	85,439
Maximum potential undiscounted payments(2)		$ 247,572

(1) We have issued guarantees to third parties to ensure performance of our obligations, some of which may be fulfilled by third parties.

(2) $91.2 million of the maximum potential undiscounted payments relate to letters of credit outstanding that were issued by us under the Exterran Holdings Credit Facility.

As part of an acquisition in 2001, we may be required to make contingent payments of up to $46 million to the seller, depending on our realization of certain U.S. federal tax benefits through the year 2015. To date, we have not realized any such benefits that would require a payment and we do not anticipate realizing any such benefits that would require a payment before the year 2016.

See Note 3 and Note 8 for a discussion of our gain contingencies related to assets that were expropriated in Venezuela.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

16. Commitments and Contingencies (Continued)

In addition to U.S. federal, state, local and foreign income taxes, we are subject to a number of taxes that are not income-based. As many of these taxes are subject to audit by the taxing authorities, it is possible that an audit could result in additional taxes due. We accrue for such additional taxes when we determine that it is probable that we have incurred a liability and we can reasonably estimate the amount of the liability. As of December 31, 2014 and December 31, 2013, we had accrued $1.4 million and $0.1 million, respectively, for the outcomes of non-income based tax audits. We do not expect that the ultimate resolutions of these audits will result in a material variance from the amounts accrued. We do not accrue for unasserted claims for tax audits unless we believe the assertion of a claim is probable, it is probable that it will be determined that the claim is owed and we can reasonably estimate the claim or range of the claim. We do not have any unasserted claims from non-income based tax audits that we have determined are probable of assertion. We also believe the likelihood is remote that the impact of potential unasserted claims from non-income based tax audits could be material to our combined financial position, but it is possible that the resolution of future audits could be material to our results of operations or cash flows for the period in which the resolution occurs.

Our business can be hazardous, involving unforeseen circumstances such as uncontrollable flows of natural gas or well fluids and fires or explosions. As is customary in our industry, we review our safety equipment and procedures and carry insurance against some, but not all, risks of our business. Our insurance coverage includes property damage, general liability and commercial automobile liability and other coverage we believe is appropriate. In addition, we have a minimal amount of insurance on our offshore assets. We believe that our insurance coverage is customary for the industry and adequate for our business; however, losses and liabilities not covered by insurance would increase our costs.

Additionally, we are substantially self-insured for workers' compensation and employee group health claims in view of the relatively high per-incident deductibles we absorb under our insurance arrangements for these risks. Losses up to the deductible amounts are estimated and accrued based upon known facts, historical trends and industry averages.

Litigation and Claims

In the ordinary course of business, we are also involved in various pending or threatened legal actions. While management is unable to predict the ultimate outcome of these actions, it believes that any ultimate liability arising from any of these actions will not have a material adverse effect on our combined financial position, results of operations or cash flows. However, because of the inherent uncertainty of litigation and arbitration proceedings, we cannot provide assurance that the resolution of any particular claim or proceeding to which we are a party will not have a material adverse effect on our combined financial position, results of operations or cash flows.

17. Recent Accounting Developments

In May 2014, the Financial Accounting Standards Board ("FASB") issued an update to the authoritative guidance related to revenue recognition. The update outlines a single comprehensive model for companies to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

17. Recent Accounting Developments (Continued)

to be entitled in exchange for those goods or services. The update also requires disclosures enabling users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The update will be effective for reporting periods beginning after December 15, 2016. Early adoption is not permitted. We are currently evaluating the potential impact of the update on our combined financial statements.

In April 2014, the FASB issued an update to the authoritative guidance related to reporting requirements for discontinued operations. The update requires a disposal of a component or a group of components of an entity to meet a higher threshold in order to be reported as a discontinued operation in an entity's financial statements. Discontinued operations reporting will be limited to disposal transactions that represent a strategic shift that has or will have a major effect on an entity's operations and financial results when the component meets the criteria to be classified as held-for-sale or is disposed. The amended guidance also expands the disclosures for discontinued operations and requires new disclosures related to individually material disposals that do not meet the definition of a discontinued operation. The amendments in the update are effective prospectively for reporting periods beginning on or after December 15, 2014. We elected early application as permitted by the guidance. The adoption of this update did not have a material impact on our combined financial statements.

In July 2013, the FASB issued an update to the authoritative guidance related to presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The update clarifies that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward if such settlement is required or expected in the event the uncertain tax position is disallowed. In situations where a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction or the jurisdiction's tax law does not require, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. The amendments in the update are effective for reporting periods beginning after December 15, 2013. The adoption of this update did not have a material impact on our combined financial statements.

18. Reportable Segments and Geographic Information

We manage our business segments primarily based upon the type of product or service provided. We have three reportable segments: contract operations, aftermarket services and product sales. The contract operations segment primarily provides natural gas compression services, production and processing equipment services and maintenance services to meet specific customer requirements on assets owned by us. The aftermarket services segment provides a full range of services to support the surface production, compression and processing needs of customers, from parts sales and normal maintenance services to full operation of a customer's owned assets. The product sales segment provides (i) design, engineering, fabrication, installation and sale of natural gas compression units and accessories and equipment used in the production, treating and processing of crude oil and natural gas and (ii) engineering, procurement and fabrication services related to the manufacturing of critical process equipment for refinery and petrochemical facilities, the fabrication of tank farms and evaporators and brine heaters for desalination plants.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

18. Reportable Segments and Geographic Information (Continued)

We evaluate the performance of our segments based on gross margin for each segment. Revenue includes sales to external customers and affiliates. We do not include intersegment sales when we evaluate our segments' performance.

During the year ended December 31, 2014, Exterran Holdings accounted for approximately 11% of our total revenue. See Note 14 for further discussion on transactions with affiliates. No other customer accounted for more than 10% of our combined revenues in 2014. During each of the years ended December 31, 2013 and 2012, no individual customer accounted for more than 10% of our combined revenues.

The following table presents sales and other financial information by reportable segment during the years ended December 31, 2014, 2013 and 2012 (in thousands):

	Contract Operations	Aftermarket Services	Product Sales	Reportable Segments Total	Other(1)	Total(2)
2014:						
Revenue	$ 493,853	$ 162,724	$ 1,516,177	$ 2,172,754	$ —	$ 2,172,754
Gross margin(3)	308,445	42,543	245,881	596,869	—	596,869
Total assets	811,831	37,200	466,182	1,315,213	717,142	2,032,355
Capital expenditures	130,248	1,095	22,668	154,011	3,843	157,854
2013:						
Revenue	$ 476,016	$ 160,672	$ 1,778,785	$ 2,415,473	$ —	$ 2,415,473
Gross margin(3)	279,072	40,328	264,116	583,516	—	583,516
Total assets	820,686	33,974	490,625	1,345,285	653,835	1,999,120
Capital expenditures	66,116	1,147	27,032	94,295	5,900	100,195
2012:						
Revenue	$ 463,957	$ 145,048	$ 1,459,719	$ 2,068,724	$ —	$ 2,068,724
Gross margin(3)	279,349	37,190	168,067	484,606	—	484,606
Total assets	917,603	38,143	477,886	1,433,632	678,124	2,111,756
Capital expenditures	138,694	1,155	23,518	163,367	1,423	164,790

(1) Includes corporate related items.

(2) Totals exclude assets, capital expenditures and the operating results of discontinued operations.

(3) Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable measure calculated and presented in accordance with U.S. GAAP, below.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

18. Reportable Segments and Geographic Information (Continued)

The following table presents assets from reportable segments to total assets as of December 31, 2014 and 2013 (in thousands):

	December 31,	
	2014	2013
Assets from reportable segments	$ 1,315,213	$ 1,345,285
Other assets(1)	717,142	653,835
Assets associated with discontinued operations	468	91
Combined assets	$ 2,032,823	$ 1,999,211

(1) Includes corporate related items.

The following tables present geographic data as of and during the years ended December 31, 2014, 2013 and 2012 (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Revenue:			
U.S.	$ 1,051,824	$ 1,166,494	$ 1,085,191
International	1,120,930	1,248,979	983,533
Combined	$ 2,172,754	$ 2,415,473	$ 2,068,724

	Years Ended December 31,		
	2014	2013	2012
Property, plant and equipment, net:			
U.S.	$ 87,093	$ 90,915	$ 71,577
Argentina.	246,410	249,798	249,939
Brazil.	119,795	122,620	122,408
Mexico.	240,729	216,532	247,384
Other international	260,784	285,331	340,620
Combined	$ 954,811	$ 965,196	$ 1,031,928

We define gross margin as total revenue less cost of sales (excluding depreciation and amortization expense). Gross margin is included as a supplemental disclosure because it is a primary measure used by our management to evaluate the results of revenue and cost of sales (excluding depreciation and amortization expense), which are key components of our operations. As an indicator of our operating performance, gross margin should not be considered an alternative to, or more meaningful than, net income (loss) as determined in accordance with GAAP. Our gross margin may not be comparable to a similarly titled measure of another company because other entities may not calculate gross margin in the same manner.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

18. Reportable Segments and Geographic Information (Continued)

The following table reconciles net income to gross margin (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Net income	$ 152,513	$ 152,853	$ 119,350
Selling, general and administrative	267,493	264,890	269,812
Depreciation and amortization	173,803	140,029	167,499
Long-lived asset impairment	3,851	11,941	5,197
Restructuring charges	—	—	3,892
Interest expense	1,905	3,551	5,318
Equity in income of non-consolidated affiliates	(14,553)	(19,000)	(51,483)
Other (income) expense, net	7,222	(1,966)	5,638
Provision for income taxes	77,833	97,367	26,226
Income from discontinued operations, net of tax	(73,198)	(66,149)	(66,843)
Gross margin	$ 596,869	$ 583,516	$ 484,606

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

SCHEDULE II
VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions	Balance at End of Period
Allowance for doubtful accounts deducted from accounts receivable in the combined balance sheets				
December 31, 2014	$ 7,381	$ 641	$ 5,889(1)	$ 2,133
December 31, 2013	12,073	2,317	7,009	7,381
December 31, 2012	4,786	7,642	355	12,073
Allowance for obsolete and slow moving inventory deducted from inventories in the combined balance sheets				
December 31, 2014	$ 8,231	$ 3,186	$ 2,757(2)	$ 8,660
December 31, 2013	7,629	631	29(2)	8,231
December 31, 2012	8,630	626	1,627(2)	7,629
Allowance for deferred tax assets not expected to be realized				
December 31, 2014	$ 101,785	$ 30,944	$ 27,590(3)	$ 105,139
December 31, 2013	84,113	31,978	14,306(3)	101,785
December 31, 2012	74,105	29,132	19,124(3)	84,113

(1) Uncollectible accounts written off.

(2) Obsolete inventory written off at cost, net of value received.

(3) Reflects expected realization of deferred tax assets and amounts credited to other accounts for stock-based compensation excess tax benefits, expiring net operating losses, changes in tax rates and changes in currency exchange rates.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.
CONDENSED COMBINED BALANCE SHEETS
(In thousands)
(Unaudited)

	Transfer to Archrock Pro Forma March 31, 2015	March 31, 2015	December 31, 2014
ASSETS			
Current assets:			
Cash and cash equivalents	$	$ 51,450	$ 39,361
Restricted cash		1,490	1,490
Accounts receivable, net of allowance of $2,232 and $2,133, respectively		365,592	398,070
Inventory, net		316,913	291,240
Costs and estimated earnings in excess of billings on uncompleted contracts		122,407	120,938
Current deferred income taxes		48,595	48,890
Other current assets		67,316	53,977
Current assets associated with discontinued operations		453	468
Total current assets		974,216	954,434
Property, plant and equipment, net		942,565	954,811
Intangible and other assets, net		109,073	123,578
Total assets	$	$ 2,025,854	$ 2,032,823
LIABILITIES AND EQUITY			
Current liabilities:			
Accounts payable, trade	$	$ 141,274	$ 161,826
Accrued liabilities		139,032	168,577
Deferred revenue		58,253	64,820
Billings on uncompleted contracts in excess of costs and estimated earnings		90,237	76,277
Current liabilities associated with discontinued operations		1,114	1,338
Total current liabilities		429,910	472,838
Long-term debt		994	1,107
Deferred income taxes		34,852	38,180
Long-term deferred revenue		43,953	41,591
Other long-term liabilities		26,442	26,968
Long-term liabilities associated with discontinued operations		340	317
Total liabilities		536,491	581,001
Commitments and contingencies (Note 10)			
Equity:			
Parent equity		1,482,949	1,435,046
Accumulated other comprehensive income		6,414	16,776
Total equity		1,489,363	1,451,822
Total liabilities and equity	$	$ 2,025,854	$ 2,032,823

The accompanying notes are an integral part of these condensed combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF OPERATIONS
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2015	2014
Revenues:		
Contract operations	$ 120,691	$ 111,040
Aftermarket services	36,244	34,833
Product sales—third parties	319,274	286,597
Product sales—affiliates	55,838	40,662
	532,047	473,132
Costs and expenses:		
Cost of sales (excluding depreciation and amortization expense):		
Contract operations	44,339	41,032
Aftermarket services	25,157	25,015
Product sales	318,486	265,919
Selling, general and administrative	58,566	64,656
Depreciation and amortization	38,795	36,166
Long-lived asset impairment	4,579	—
Interest expense	507	484
Equity in income of non-consolidated affiliates	(5,006)	(4,693)
Other (income) expense, net	8,391	(2,198)
	493,814	426,381
Income before income taxes	38,233	46,751
Provision for income taxes	19,384	22,405
Income from continuing operations	18,849	24,346
Income from discontinued operations, net of tax	18,743	18,683
Net income	$ 37,592	$ 43,029

The accompanying notes are an integral part of these condensed combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2015	2014
Net income	$ 37,592	$ 43,029
Other comprehensive income:		
Foreign currency translation adjustment	(10,362)	1,134
Comprehensive income	$ 27,230	$ 44,163

The accompanying notes are an integral part of these condensed combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF CHANGES IN EQUITY
(In thousands)
(Unaudited)

	Parent Equity	Accumulated Other Comprehensive Income	Total Equity
Balance, January 1, 2014	$ 1,342,480	$ 31,424	$ 1,373,904
Net income	43,029		43,029
Net contributions from parent	37,791		37,791
Foreign currency translation adjustment		1,134	1,134
Balance, March 31, 2014	$ 1,423,300	$ 32,558	$ 1,455,858
Balance, January 1, 2015	$ 1,435,046	$ 16,776	$ 1,451,822
Net income	37,592		37,592
Net contributions from parent	10,311		10,311
Foreign currency translation adjustment		(10,362)	(10,362)
Balance, March 31, 2015	$ 1,482,949	$ 6,414	$ 1,489,363

The accompanying notes are an integral part of these condensed combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2015	2014
Cash flows from operating activities:		
Net income	$ 37,592	$ 43,029
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	38,795	36,166
Long-lived asset impairment	4,579	—
Income from discontinued operations, net of tax	(18,743)	(18,683)
Provision for doubtful accounts	324	750
Gain on sale of property, plant and equipment	(130)	(684)
Equity in income of non-consolidated affiliates	(5,006)	(4,693)
(Gain) loss on remeasurement of intercompany balances	7,508	(81)
Capital contribution by parent—stock-based compensation expense	2,015	2,740
Deferred income tax provision	3,532	4,573
Changes in assets and liabilities:		
Accounts receivable and notes	28,369	35,950
Inventory	(26,388)	(20,332)
Costs and estimated earnings versus billings on uncompleted contracts	12,304	(44,336)
Other current assets	(15,883)	(4,202)
Accounts payable and other liabilities	(40,480)	(18,938)
Deferred revenue	(3,571)	(14,970)
Other	(2,738)	(2,526)
Net cash provided by (used in) continuing operations	22,079	(6,237)
Net cash provided by discontinued operations	2,240	1,150
Net cash provided by (used in) operating activities	24,319	(5,087)
Cash flows from investing activities:		
Capital expenditures	(40,549)	(26,441)
Proceeds from sale of property, plant and equipment	3,600	7,992
Return of investments in non-consolidated affiliates	5,006	4,890
Cash invested in non-consolidated affiliates	—	(197)
Net cash used in continuing operations	(31,943)	(13,756)
Net cash provided by discontinued operations	16,530	16,558
Net cash provided by (used in) investing activities	(15,413)	2,802
Cash flows from financing activities:		
Net contributions from parent	3,414	32,509
Net cash provided by financing activities	3,414	32,509
Effect of exchange rate changes on cash and cash equivalents	(231)	(4,409)
Net increase in cash and cash equivalents	12,089	25,815
Cash and cash equivalents at beginning of period	39,361	35,194
Cash and cash equivalents at end of period	$ 51,450	$ 61,009

The accompanying notes are an integral part of these condensed combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS

1. Spin-off, Basis of Presentation and Significant Accounting Policies

Spin-off

On November 17, 2014, Exterran Holdings, Inc. (along with its subsidiaries "Exterran Holdings") announced that its board of directors had unanimously approved pursuing a plan to separate (the "spin-off") its international contract operations, international aftermarket services (the international contract operations and international aftermarket services businesses combined are referred to as the "international services businesses" and include such activities conducted outside of the United States of America ("U.S.")) and global fabrication business into an independent, publicly traded company ("Exterran Corporation," previously named Exterran SpinCo, Inc. prior to May 18, 2015). We refer to the global fabrication business currently operated by Exterran Holdings as our product sales business. In connection with the spin-off, Exterran Holdings will change its name to "Archrock, Inc.," or Archrock. This spin-off is expected to be completed in accordance with a separation and distribution agreement between Archrock and Exterran Corporation. To effect the spin-off, Exterran Holdings intends to distribute, on a pro rata basis, all of the shares of Exterran Corporation common stock to the Exterran Holdings stockholders as of the record date for the spin-off. The spin-off is subject to market conditions, the receipt of an opinion of counsel as to the tax treatment of the transaction, completion of a review by the U.S. Securities and Exchange Commission of this Form 10, the execution of separation and intercompany agreements and final approval of the Exterran Holdings board of directors. The spin-off will not be subject to a shareholder vote. Upon completion of the spin-off, Archrock and Exterran Corporation will each be independent, publicly traded companies and will have separate public ownership, boards of directors and management.

Basis of Presentation

These condensed combined financial statements were prepared in connection with the expected spin-off and are derived from the accounting records of Exterran Holdings. These statements reflect the condensed combined historical results of operations, financial position and cash flows of Exterran Holdings' international services and global product sales businesses in conformity with accounting principles generally accepted in the U.S. ("GAAP"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP are not required in these interim financial statements and have been condensed or omitted. Management believes that the information furnished includes all adjustments, consisting only of normal recurring adjustments, that are necessary to present fairly our combined financial position, results of operations and cash flows for the periods indicated. The accompanying unaudited condensed combined financial statements should be read in conjunction with the annual combined financial statements for the year ended December 31, 2014. The interim results reported herein are not necessarily indicative of results for a full year. These condensed combined financial statements are presented as if such businesses had been combined for all periods presented. All intercompany transactions and accounts within these condensed combined financial statements have been eliminated. All affiliate transactions between the international services and global product sales businesses of Exterran Holdings, Inc. and the other businesses of Exterran Holdings have been included in these condensed combined financial statements. See Note 8 for further discussion on transactions with affiliates.

The condensed combined financial statements include certain assets and liabilities that have historically been held at the Exterran Holdings level but are specifically identifiable or otherwise attributable to us. The assets and liabilities in the condensed combined financial statements have been

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

1. Spin-off, Basis of Presentation and Significant Accounting Policies (Continued)

reflected on a historical cost basis, as immediately prior to the spin-off all of the assets and liabilities of Exterran Corporation are wholly owned by Exterran Holdings. Third party debt, other than debt attributable to capital leases, of Exterran Holdings were not allocated to us for any of the periods presented as we are not the legal obligor of the debt and Exterran Holdings' borrowings were not directly attributable to our business. The condensed combined statement of operations also includes expense allocations for certain functions historically performed by Exterran Holdings and not allocated to its operating segments, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology. See Note 8 for further discussion regarding the allocation of corporate expenses.

Investments in affiliated entities in which we own more than a 20% interest and do not have a controlling interest are accounted for using the equity method.

In connection with the spin-off, we expect to incur approximately $ million in indebtedness in the form of newly issued debt securities and the entry into a new credit facility and other financing arrangements. At or prior to the spin-off, we intend to transfer $ million to Exterran Holdings. The accompanying unaudited pro forma balance sheet as of March 31, 2015 gives effect to the $ million of cash expected to be transferred to Exterran Holdings.

Comprehensive Income (Loss)

Components of comprehensive income are net income and all changes in equity during a period except those resulting from transactions with owners. Our accumulated other comprehensive income consists of foreign currency translation adjustments.

The following table presents the changes in accumulated other comprehensive income by component, net of tax, during the three months ended March 31, 2014 and 2015 (in thousands):

	Foreign Currency Translation Adjustment
Accumulated other comprehensive income, January 1, 2014	$ 31,424
Income recognized in other comprehensive income	1,134
Accumulated other comprehensive income, March 31, 2014	$ 32,558
Accumulated other comprehensive income, January 1, 2015	$ 16,776
Loss recognized in other comprehensive income	(10,362)
Accumulated other comprehensive income, March 31, 2015	$ 6,414

Financial Instruments

Our financial instruments consist of cash, restricted cash, receivables and payables. At March 31, 2015 and December 31, 2014, the estimated fair values of these financial instruments approximated their carrying amounts as reflected in our condensed combined balance sheets. See Note 6 for additional information regarding the fair value hierarchy.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

2. Discontinued Operations

In August 2012, our Venezuelan subsidiary sold its previously nationalized assets to PDVSA Gas, S.A. ("PDVSA Gas") for a purchase price of approximately $441.7 million. We received installment payments, including an annual charge, totaling $18.7 million and $17.8 million during the three months ended March 31, 2015 and 2014, respectively. The remaining principal amount due to us of approximately $99 million as of March 31, 2015, is payable in quarterly cash installments through the third quarter of 2016. We have not recognized amounts payable to us by PDVSA Gas as a receivable and will therefore recognize quarterly payments received in the future as income from discontinued operations in the periods such payments are received. The proceeds from the sale of the assets are not subject to Venezuelan national taxes due to an exemption allowed under the Venezuelan Reserve Law applicable to expropriation settlements. In addition, and in connection with the sale, we and the Venezuelan government agreed to waive rights to assert certain claims against each other.

In connection with the sale of these assets, we have agreed to suspend the arbitration proceeding previously filed by our Spanish subsidiary against Venezuela pending payment in full by PDVSA Gas of the purchase price for these nationalized assets.

The following table summarizes the operating results of discontinued operations (in thousands):

	Three Months Ended March 31,	
	2015	2014
Revenue	$ —	$ —
Expenses and selling, general and administrative	84	124
Recovery attributable to expropriation	(16,506)	(16,421)
Other income, net	(2,321)	(2,386)
Income from discontinued operations, net of tax	$ 18,743	$ 18,683

The following table summarizes the balance sheet data for discontinued operations (in thousands):

	March 31, 2015	December 31, 2014
Cash	$ 408	$ 431
Accounts receivable	2	2
Other current assets	43	35
Total current assets associated with discontinued operations	453	468
Total assets associated with discontinued operations	$ 453	$ 468
Accounts payable	$ —	$ 214
Accrued liabilities	1,114	1,124
Total current liabilities associated with discontinued operations	1,114	1,338
Other long-term liabilities	340	317
Total liabilities associated with discontinued operations	$ 1,454	$ 1,655

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

3. Inventory, net

Inventory, net of reserves, consisted of the following amounts (in thousands):

	March 31, 2015	December 31, 2014
Parts and supplies	$ 150,987	$ 148,724
Work in progress	128,306	108,814
Finished goods	37,620	33,702
Inventory, net	$ 316,913	$ 291,240

As of March 31, 2015 and December 31, 2014, we had inventory reserves of $9.1 million and $8.7 million, respectively.

4. Property, Plant and Equipment, net

Property, plant and equipment, net, consisted of the following (in thousands):

	March 31, 2015	December 31, 2014
Compression equipment, facilities and other fleet assets	$ 1,524,023	$ 1,514,982
Land and buildings	151,339	154,866
Transportation and shop equipment	188,872	194,032
Other	112,473	112,732
	1,976,707	1,976,612
Accumulated depreciation	(1,034,142)	(1,021,801)
Property, plant and equipment, net	$ 942,565	$ 954,811

5. Investments in Non-Consolidated Affiliates

Investments in affiliates that are not controlled by us where we have the ability to exercise significant influence over the operations are accounted for using the equity method.

We own a 30.0% interest in WilPro Energy Services (PIGAP II) Limited and 33.3% interest in WilPro Energy Services (El Furrial) Limited which are joint ventures that provided natural gas compression and injection services in Venezuela. In May 2009, Petroleos de Venezuela S.A. ("PDVSA") assumed control over the assets of our Venezuelan joint ventures and transitioned the operations, including the hiring of their employees, to PDVSA. In March 2011, our Venezuelan joint ventures, together with the Netherlands' parent company of our joint venture partners, filed a request for the institution of an arbitration proceeding against Venezuela with the International Centre for Settlement of Investment Disputes related to the seized assets and investments.

In March 2012, our Venezuelan joint ventures sold their assets to PDVSA Gas. We received installment payments, including an annual charge, totaling $5.0 million and $4.9 million during the three months ended March 31, 2015 and 2014, respectively. The remaining principal amount due to us of approximately $22 million as of March 31, 2015, is payable in quarterly cash installments through the first quarter of 2016. We have not recognized amounts payable to us by PDVSA Gas as a receivable

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

5. Investments in Non-Consolidated Affiliates (Continued)

and will therefore recognize quarterly payments received in the future as equity in (income) loss of non-consolidated affiliates in our combined statements of operations in the periods such payments are received. In connection with the sale of our Venezuelan joint ventures' assets, the joint ventures and our joint venture partners have agreed to suspend their previously filed arbitration proceeding against Venezuela pending payment in full by PDVSA Gas of the purchase price for the assets.

6. Fair Value Measurements

The accounting standard for fair value measurements and disclosures establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into the following three broad categories.

- *Level 1*—Quoted unadjusted prices for identical instruments in active markets to which we have access at the date of measurement.
- *Level 2*—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets. Level 2 inputs are those in markets for which there are few transactions, the prices are not current, little public information exists or prices vary substantially over time or among brokered market makers.
- *Level 3*—Model derived valuations in which one or more significant inputs or significant value drivers are unobservable. Unobservable inputs are those inputs that reflect our own assumptions regarding how market participants would price the asset or liability based on the best available information.

The following table presents our assets and liabilities measured at fair value on a nonrecurring basis during the three months ended March 31, 2015 and 2014, with pricing levels as of the date of valuation (in thousands):

	Three Months Ended March 31, 2015			Three Months Ended March 31, 2014		
	(Level 1)	(Level 2)	(Level 3)	(Level 1)	(Level 2)	(Level 3)
Impaired long-lived assets	$ —	$ —	$ —	$ —	$ —	$ —
Long-term receivable from the sale of our Canadian Operations	—	—	5,100	—	—	—

Our estimate of the impaired long-lived assets' fair value was primarily based on the estimated component value of the equipment we plan to use. In April 2015, we accepted an offer to early settle the outstanding note receivable due to us relating to the previous sale of our Canadian contract operations and aftermarket services businesses for $5.1 million.

7. Long-Lived Asset Impairment

We review long-lived assets, including property, plant and equipment and identifiable intangibles that are being amortized, for impairment whenever events or changes in circumstances, including the removal of compressor units from our active fleet, indicate that the carrying amount of an asset may not be recoverable.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

7. Long-Lived Asset Impairment (Continued)

During the three months ended March 31, 2015, we reviewed the future deployment of our idle compression assets used in our contract operations segment for units that were not of the type, configuration, condition, make or model that are cost efficient to maintain and operate. Based on this review, we determined that six idle compression units totaling approximately 7,000 horsepower would be retired from the active fleet. The retirement of these units from the active fleet triggered a review of these assets for impairment. As a result, we recorded a $3.2 million asset impairment to reduce the book value of each unit to its estimated fair value. The fair value of each unit was estimated based on the estimated component value of the equipment on each compressor unit that we plan to utilize.

During the three months ended March 31, 2015, we evaluated a long-term note receivable from the purchaser of our Canadian Operations for impairment. This review was triggered by an offer from the purchaser of our Canadian Operations to prepay the note receivable at a discount to its current book value. The fair value of the note receivable as of March 31, 2015 was based on the amount offered by the purchaser of our Canadian Operations to prepay the note receivable. The difference between the book value of the note receivable at March 31, 2015 and its fair value resulted in the recording of an impairment of long-lived assets of $1.4 million. In April 2015, we accepted the offer to early settle this note receivable.

8. Related Party Transactions and Parent Equity

Transactions with Affiliates

All intercompany transactions and accounts within these condensed combined financial statements have been eliminated. All affiliate transactions between the international services and global product sales business of Archrock, Inc. and the other businesses of Archrock have been included in these condensed combined financial statements. Sales of newly-fabricated compression equipment from the product sales businesses of Exterran Holdings, owned by Exterran Energy Solutions, L.P. ("EESLP"), to Exterran Partners, L.P. ("Exterran Partners") are used in the U.S. services business of Exterran Holdings and are made pursuant to an omnibus agreement between the parties and other affiliates of both entities. Per the omnibus agreement, revenue is determined by the cost to fabricate such equipment plus a fixed margin. During the three months ended March 31, 2015 and 2014, we recorded revenue of $55.8 million and $40.7 million, respectively, and cost of sales of $51.3 million and $36.7 million, respectively, from the sale of newly-fabricated compression equipment to Exterran Partners.

Prior to the spin-off transaction closing, EESLP also has a fleet of compression units that it uses to provide compression services in the U.S. services business of Exterran Holdings. Revenue has not been recognized in the condensed combined statements of operations for the sale of compressor units by us that are used by EESLP to provide compression services to customers of the U.S. services business of Exterran Holdings. The cost of these units are treated as a reduction of parent equity in the condensed combined balance sheets and a distribution to parent in the condensed combined statements of cash flows and totaled $16.5 million and $15.9 million during the three months ended March 31, 2015 and 2014, respectively.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

8. Related Party Transactions and Parent Equity (Continued)

Allocation of Expenses

The condensed combined statement of operations also includes expense allocations for certain functions performed by Exterran Holdings which have not been historically allocated to its operating segments, including allocations of expenses related to executive oversight, accounting, treasury, tax, legal, procurement and information technology. Included in our selling, general and administrative expense during the three months ended March 31, 2015 and 2014 were $14.9 million and $16.3 million, respectively, of corporate expenses incurred by Exterran Holdings. These costs were allocated to us systematically based on specific department function and revenue. Management believes the assumptions underlying the condensed combined financial statements, including the assumptions regarding allocating expenses from Exterran Holdings, are reasonable. Nevertheless, the condensed combined financial statements may not include all of the actual expenses that would have been incurred had we been a stand-alone public company during the periods presented and may not reflect our combined results of operations, financial position and cash flows had we been a stand-alone public company during the periods presented. Actual costs that would have been incurred if we had been a stand-alone public company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure.

Cash Management

EESLP provides centralized treasury functions for Exterran Holdings' U.S. operations, whereby, EESLP regularly transfers cash both to and from U.S. subsidiaries of Exterran Holdings, as necessary. In conjunction therewith, the intercompany transactions between our U.S. subsidiaries and the other U.S. subsidiaries of Exterran Holdings' have been considered to be effectively settled in cash in these condensed combined financial statements. Intercompany receivables/payables from/to related parties arising from transactions with affiliates and expenses allocated from Exterran Holdings described above have been included in net contributions from parent in the condensed combined financial statements.

Net Contributions from Parent

Parent equity, which includes retained earnings, represents Exterran Holdings' interest in our recorded net assets. All transactions between us and Exterran Holdings have been identified in the accompanying condensed combined statements of changes in equity as net contributions from parent. A reconciliation of net contributions from parent in the condensed combined statements of changes in

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

8. Related Party Transactions and Parent Equity (Continued)

equity to the corresponding amount presented on the condensed combined statements of cash flows for all periods presented is as follows (in thousands):

	Three Months Ended March 31,	
	2015	2014
Net contributions from parent per condensed combined statements of changes in equity	$ 10,311	$ 37,791
Capital contribution by parent—stock-based compensation expense	(2,015)	(2,740)
Capital contribution by parent—stock-based compensation excess tax benefit	764	1,759
Net transfers of property, plant and equipment from parent	(5,646)	(4,301)
Net contributions from parent per condensed combined statements of cash flows	$ 3,414	$ 32,509

9. Stock-Based Compensation

Exterran Holdings maintains stock-based compensation plans described below. The below disclosures only relate to stock-based compensation provided to employees that are directly involved in our operations. The below disclosure excludes stock-based compensation awards made to employees that are indirectly involved in our operations but whose cost have been allocated to us.

Stock Incentive Plan

In April 2013, Exterran Holdings adopted the Exterran Holdings, Inc. 2013 Stock Incentive Plan (the "2013 Plan") to provide for the granting of stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, other stock-based awards and dividend equivalent rights to employees, directors and consultants of Exterran Holdings. Upon effectiveness of the 2013 Plan, no additional grants may be made under the Exterran Holdings, Inc. 2007 Amended and Restated Stock Incentive Plan (the "2007 Plan") and the Exterran Holdings, Inc. 2011 Employment Inducement Long-Term Equity Plan (the "Employment Inducement Plan"). Previous grants made under the 2007 Plan and the Employment Inducement Plan will continue to be governed by their respective plans.

Stock Options

Stock options are granted at fair market value at the grant date, are exercisable according to the vesting schedule established by the compensation committee of Exterran Holdings' board of directors in its sole discretion and expire no later than seven years after the grant date. Stock options generally vest one-third per year on each of the first three anniversaries of the grant date.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

9. Stock-Based Compensation (Continued)

The following table presents stock option activity with employees directly involved in our operations during the three months ended March 31, 2015:

	Stock Options (in thousands)	Weighted Average Exercise Price Per Share	Weighted Average Remaining Life (in years)	Aggregate Intrinsic Value (in thousands)
Options outstanding, January 1, 2015	328	$ 29.96		
Granted	—	—		
Exercised	—	—		
Cancelled	(40)	67.30		
Options outstanding, March 31, 2015	288	24.77	3.1	$ 3,141
Options exercisable, March 31, 2015	250	23.63	2.8	3,002

Intrinsic value is the difference between the market value of Exterran Holdings stock and the exercise price of each stock option multiplied by the number of stock options outstanding for those stock options where the market value exceeds their exercise price. As of March 31, 2015, we expect $0.4 million of unrecognized compensation cost related to unvested stock options issued to employees directly involved in our operations to be recognized over the weighted-average period of 1.6 years.

Restricted Stock, Restricted Stock Units, Performance Units, Cash Settled Restricted Stock Units and Cash Settled Performance Units

For grants of restricted stock, restricted stock units and performance units, we recognize compensation expense over the vesting period equal to the fair value of our common stock at the grant date. We remeasure the fair value of cash settled restricted stock units and cash settled performance units and record a cumulative adjustment of the expense previously recognized. Our obligation related to the cash settled restricted stock units and cash settled performance units is reflected as a liability in our condensed combined balance sheets. Grants of restricted stock, restricted stock units, performance units, cash settled restricted stock units and cash settled performance units generally vest one-third per year on each of the first three anniversaries of the grant date.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

9. Stock-Based Compensation (Continued)

The following table presents restricted stock, restricted stock unit, performance unit, cash settled restricted stock unit and cash settled performance unit activity with employees directly involved in our operations during the three months ended March 31, 2015:

	Shares (in thousands)	Weighted Average Grant-Date Fair Value Per Share
Non-vested awards, January 1, 2015	389	$ 27.25
Granted	235	31.99
Vested	(226)	23.10
Cancelled	(5)	32.51
Non-vested awards, March 31, 2015(1)	393	32.40

(1) Non-vested awards as of March 31, 2015 are comprised of 13,000 cash settled restricted stock units and cash settled performance units and 380,000 restricted shares, restricted stock units and performance units.

As of March 31, 2015, we expect $11.9 million of unrecognized compensation cost related to unvested restricted stock, restricted stock units, performance units, cash settled restricted stock units and cash settled performance units issued to employees directly involved in our operations to be recognized over the weighted-average period of 2.4 years.

10. Commitments and Contingencies

Guarantees

Borrowings under Exterran Holdings' $900.0 million senior secured revolving credit facility due in July 2016 (the "Exterran Holdings Credit Facility") are guaranteed by certain of our and Exterran Holdings' domestic subsidiaries. Our guarantees of borrowings under the Exterran Holdings Credit Facility are secured by substantially all of the personal property assets and certain real property assets of our Significant Domestic Subsidiaries (as defined in the credit agreement) and 65% of the equity interests in certain of our first-tier foreign subsidiaries. As of March 31, 2015, Exterran Holdings had $454.7 million in outstanding borrowings under the Exterran Holdings Credit Facility.

All of our existing subsidiaries that guarantee indebtedness under the Exterran Holdings Credit Facility also guarantee Exterran Holdings' $350.0 million aggregate principal amount of 7.25% senior notes due December 2018 (the "Exterran Holdings 7.25% Notes"). Our guarantees of the Exterran Holdings 7.25% Notes are on a senior unsecured basis, rank equally in right of payment with all of Exterran Holdings' other senior obligations and are effectively subordinated to all of Exterran Holdings' existing and future secured debt to the extent of the value of the collateral securing such indebtedness. As of March 31, 2015, Exterran Holdings had $350.0 million in outstanding borrowings under the Exterran Holdings 7.25% Notes. We are liable in the event Exterran Holdings defaults in its payment obligations or fails to comply with the covenants under the debt agreements or upon the occurrence of specified events contained in the debt agreements, including the event of bankruptcy or

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

10. Commitments and Contingencies (Continued)

insolvency of Exterran Holdings. As of March 31, 2015 and December 31, 2014, no liabilities relating to such guarantees have been reflected in our condensed combined balance sheets. We expect to be released from our obligations under such guarantees prior to or at the completion of the spin-off.

In addition to our guarantees of indebtedness held by Exterran Holdings, we have issued the following guarantees that are not recorded on our accompanying combined balance sheets (dollars in thousands):

	Term	Maximum Potential Undiscounted Payments as of March 31, 2015
Performance guarantees through letters of credit(1)	2015 - 2019	$ 149,362
Standby letters of credit	2015	10,066
Commercial letters of credit	2015	3,426
Bid bonds and performance bonds(1)	2015 - 2023	77,664
Maximum potential undiscounted payments(2)		$ 240,518

(1) We have issued guarantees to third parties to ensure performance of our obligations, some of which may be fulfilled by third parties.

(2) $88.5 million of the maximum potential undiscounted payments relate to letters of credit outstanding that were issued by us under the Exterran Holdings Credit Facility.

As part of an acquisition in 2001, we may be required to make contingent payments of up to $46 million to the seller, depending on our realization of certain U.S. federal tax benefits through the year 2015. To date, we have not realized any such benefits that would require a payment and we do not anticipate realizing any such benefits that would require a payment before the year 2016.

See Note 2 and Note 5 for a discussion of our gain contingencies related to assets that were expropriated in Venezuela.

In addition to U.S. federal, state, local and foreign income taxes, we are subject to a number of taxes that are not income-based. As many of these taxes are subject to audit by the taxing authorities, it is possible that an audit could result in additional taxes due. We accrue for such additional taxes when we determine that it is probable that we have incurred a liability and we can reasonably estimate the amount of the liability. As of March 31, 2015 and December 31, 2014, we had accrued $1.4 million for the outcomes of non-income based tax audits. We do not expect that the ultimate resolutions of these audits will result in a material variance from the amounts accrued. We do not accrue for unasserted claims for tax audits unless we believe the assertion of a claim is probable, it is probable that it will be determined that the claim is owed and we can reasonably estimate the claim or range of the claim. We do not have any unasserted claims from non-income based tax audits that we have determined are probable of assertion. We also believe the likelihood is remote that the impact of potential unasserted claims from non-income based tax audits could be material to our condensed combined financial position, but it is possible that the resolution of future audits could be material to our results of operations or cash flows for the period in which the resolution occurs.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

10. Commitments and Contingencies (Continued)

Our business can be hazardous, involving unforeseen circumstances such as uncontrollable flows of natural gas or well fluids and fires or explosions. As is customary in our industry, we review our safety equipment and procedures and carry insurance against some, but not all, risks of our business. Our insurance coverage includes property damage, general liability and commercial automobile liability and other coverage we believe is appropriate. In addition, we have a minimal amount of insurance on our offshore assets. We believe that our insurance coverage is customary for the industry and adequate for our business; however, losses and liabilities not covered by insurance would increase our costs.

Additionally, we are substantially self-insured for workers' compensation and employee group health claims in view of the relatively high per-incident deductibles we absorb under our insurance arrangements for these risks. Losses up to the deductible amounts are estimated and accrued based upon known facts, historical trends and industry averages.

Litigation and Claims

In the ordinary course of business, we are also involved in various pending or threatened legal actions. While management is unable to predict the ultimate outcome of these actions, it believes that any ultimate liability arising from any of these actions will not have a material adverse effect on our condensed combined financial position, results of operations or cash flows. However, because of the inherent uncertainty of litigation and arbitration proceedings, we cannot provide assurance that the resolution of any particular claim or proceeding to which we are a party will not have a material adverse effect on our condensed combined financial position, results of operations or cash flows.

11. Recent Accounting Developments

In April 2015, the Financial Accounting Standards Board ("FASB") issued an update to the authoritative guidance on the presentation of debt issuance costs. The update requires an entity to present such costs in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than as an asset. Amortization of the costs will continue to be reported as interest expense. The update will be effective for reporting periods beginning after December 15, 2015. Early adoption is permitted. The new guidance will be applied retrospectively to each prior period presented. We will evaluate the impact of this update in subsequent periods as it becomes applicable to our combined financial statements.

In May 2014, the FASB issued an update to the authoritative guidance related to revenue recognition. The update outlines a single comprehensive model for companies to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The update also requires disclosures enabling users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The update will be effective for reporting periods beginning after December 15, 2016. Early adoption is not permitted. We are currently evaluating the potential impact of the update on our combined financial statements.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

12. Reportable Segments

We manage our business segments primarily based upon the type of product or service provided. We have three reportable segments: contract operations, aftermarket services and product sales. The contract operations segment primarily provides natural gas compression services, production and processing equipment services and maintenance services to meet specific customer requirements on assets owned by us. The aftermarket services segment provides a full range of services to support the surface production, compression and processing needs of customers, from parts sales and normal maintenance services to full operation of a customer's owned assets. The product sales segment provides (i) design, engineering, fabrication, installation and sale of natural gas compression units and accessories and equipment used in the production, treating and processing of crude oil and natural gas and (ii) engineering, procurement and fabrication services related to the manufacturing of critical process equipment for refinery and petrochemical facilities, the fabrication of tank farms and evaporators and brine heaters for desalination plants.

We evaluate the performance of our segments based on gross margin for each segment. Revenue includes sales to external customers and affiliates. We do not include intersegment sales when we evaluate our segments' performance.

During the three months ended March 31, 2015, Exterran Holdings accounted for approximately 10% of our total revenue. See Note 8 for further discussion on transactions with affiliates. No other customer accounted for more than 10% of our combined revenues during the three months ended March 31, 2015 and 2014.

The following table presents sales and other financial information by reportable segment during the three months ended March 31, 2015 and 2014 (in thousands):

Three months ended	Contract Operations	Aftermarket Services	Product Sales	Reportable Segments Total
March 31, 2015:				
Revenue	$ 120,691	$ 36,244	$ 375,112	$ 532,047
Gross margin(1)	76,352	11,087	56,626	144,065
March 31, 2014:				
Revenue	$ 111,040	$ 34,833	$ 327,259	$ 473,132
Gross margin(1)	70,008	9,818	61,340	141,166

(1) Gross margin, a non-GAAP financial measure, is reconciled, in total, to net income (loss), its most directly comparable measure calculated and presented in accordance with U.S. GAAP, below.

We define gross margin as total revenue less cost of sales (excluding depreciation and amortization expense). Gross margin is included as a supplemental disclosure because it is a primary measure used by our management to evaluate the results of revenue and cost of sales (excluding depreciation and amortization expense), which are key components of our operations. As an indicator of our operating performance, gross margin should not be considered an alternative to, or more meaningful than, net income (loss) as determined in accordance with GAAP. Our gross margin may not be comparable to a similarly titled measure of another company because other entities may not calculate gross margin in the same manner.

INTERNATIONAL SERVICES AND GLOBAL PRODUCT SALES BUSINESSES OF EXTERRAN HOLDINGS, INC.

NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS (Continued)

12. Reportable Segments (Continued)

The following table reconciles net income to gross margin (in thousands):

	Three Months Ended March 31,	
	2015	2014
Net income	$ 37,592	$ 43,029
Selling, general and administrative	58,566	64,656
Depreciation and amortization	38,795	36,166
Long-lived asset impairment	4,579	—
Interest expense	507	484
Equity in income of non-consolidated affiliates	(5,006)	(4,693)
Other (income) expense, net	8,391	(2,198)
Provision for income taxes	19,384	22,405
Income from discontinued operations, net of tax	(18,743)	(18,683)
Gross margin	$ 144,065	$ 141,166

13. Subsequent Events

There have been no subsequent events noted through June 18, 2015, the date the financial statements were issued, which require recognition or disclosure in the financial statements.