

4. Vesting of Phantom Units. The Phantom Units are restricted in that they may be forfeited by the Service Provider and in that they may not, except as otherwise provided in the Plan, be transferred or otherwise disposed of by the Service Provider. Subject to the terms and conditions of this Agreement, the restrictions with respect to the Phantom Unit Award (including any associated DERs) will expire and such Phantom Units will become vested and nonforfeitable as set forth on Schedule I hereto; provided, however, that the restrictions will expire on such date(s) only if your service relationship with GP LLC, the General Partner, the Partnership, or any of the Partnership's subsidiaries (collectively, the "Partnership Group") continues from the Date of Grant through the applicable vesting date.

5. Distribution Equivalent Rights. The Partnership hereby grants to you rights to dividend equivalents with respect to the Phantom Units granted pursuant to this Agreement ("**DERs**"). The DERs awarded to you under this Section 5 shall entitle you to the payment, with respect to each Unit that is subject to a Phantom Unit granted pursuant to this Agreement that has not been cancelled or forfeited, of an amount in cash equal to the amount of any cash dividend or Unit distribution paid by the GP LLC with respect to one Unit while such Phantom Unit remains outstanding. Such amount shall be subject to the same vesting schedule as the Phantom Unit to which it relates and shall be paid to you in cash on the date that the Phantom Unit to which it relates is settled in accordance with Section 8 hereof. No interest shall be payable or otherwise owed with respect to such DERs for the period of time beginning on the date a distribution is paid to the Partnership's unitholders and ending on the date the DERs are paid to you pursuant to this Agreement. Any DERs which relate to a Phantom Unit that do not become vested shall be forfeited at the same time the related Phantom Unit is forfeited.

6. Terminations of Services. Except as otherwise provided in Sections 6(a), (b), (c), and (d) below, if your service relationship with the Partnership Group is terminated for any reason, then the portion of the Phantom Unit Award (and any associated DERs) for which the Forfeiture Restrictions have not lapsed as of the date of termination shall become null and void and such Phantom Units shall be forfeited. The portion of the Phantom Unit Award for which the Forfeiture Restrictions have lapsed as of the date of such termination shall not be forfeited.

a. Death or Disability. If your service relationship with the Partnership Group is terminated due to your death or Disability, then the Forfeiture Restrictions on the Phantom Unit Award shall immediately lapse, and the Phantom Unit Award will be fully vested as of such termination. For purposes of this Phantom Unit Award, "Disability" shall have the meaning given such term in any employment agreement between you and the Partnership or its Affiliates. Provided, however, that if there is no existing employment agreement between you and the Partnership or its Affiliates, the term "Disability" shall mean that you are unable to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

b. Change of Control. In the event of a Change of Control, the Forfeiture Restrictions on the Phantom Unit Award shall immediately lapse, and the Phantom Unit Award will be fully vested as of the date of such Change of Control.