

4. Vesting and Transferability. 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 on the one year anniversary of the Date of Grant; provided, however, that the restrictions will expire on such date only if you remain a member of the Board continuously from the Date of Grant through the 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, 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.

6. Termination of Board Service. If your service as a member of the Board terminates 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.

7. Leave of Absence. With respect to the Phantom Unit Award, the Partnership may, in its sole discretion, determine that if you are on a leave of absence for any reason, you will be considered to still be a Service Provider to the Partnership Group; provided, that rights to the Phantom Unit Award during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

8. Settlement Date; Manner of Settlement. Promptly following the expiration of the Forfeiture Restrictions, but in no event later than the first March 15 following the date the Forfeiture Restrictions expire with respect to a Phantom Unit, the Partnership shall deliver to you the number of Units equal to the number of Phantom Units granted to you hereunder as to which the Forfeiture Restrictions have lapsed. In addition, the Partnership shall deliver to you an amount of cash equal to the DERs that relate to the Phantom Units as to which the Forfeiture Restrictions have lapsed. The amounts deliverable pursuant to this Section 8 shall not bear any interest owing to the passage of time.

9. Right of the Partnership and its Affiliates to Terminate Services. Nothing in this Agreement confers upon you the right to continue as a Service Provider for the Partnership or its Affiliates, or interfere in any way with the rights of the Partnership or its Affiliates to terminate your service relationship at any time.