OCI RESOURCES LP

FORM 8-K
(Current report filing)

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Address	FIVE CONCOURSE PARKWAY SUITE 2500 ATLANTA, GA 30328
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **September 18, 2013**

OCI Resources LP
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-36062**	**46-2613366**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

Five Concourse Parkway **Suite 2500** **Atlanta, Georgia**	**30328**
(Address of principal executive office)	(Zip Code)

(770) 375-2300
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

Underwriting Agreement

On September 12, 2013, OCI Resources LP, a Delaware limited partnership (the " Partnership "), entered into an Underwriting Agreement (the " Underwriting Agreement ") by and among the Partnership, OCI Resource Partners LLC, a Delaware limited liability company and the general partner of the Partnership (the " General Partner "), OCI Enterprises Inc., a Delaware corporation (" OCI Enterprises "), OCI Chemical Corporation, a Delaware corporation (" OCI Chemical "), OCI Wyoming Holding Co., a Delaware corporation (" OCI Holding "), and OCI Wyoming Co., a Delaware corporation (" Wyoming Co. " and collectively with the Partnership, the General Partner, OCI Enterprises, OCI Chemical and OCI Holding, the " OCI Parties "), and Citigroup Global Markets Inc. and Goldman, Sachs & Co., for themselves and as representatives of the several underwriters named therein (the " Underwriters "), providing for the offer and sale (the " Offering ") by the Partnership, and the purchase by the Underwriters, of 5,000,000 common units representing limited partner interests in the Partnership (the " Common Units ") at a price to the public of $19.00 per Common Unit ($17.86 per Common Unit, net of underwriting discounts). Pursuant to the Underwriting Agreement, the Partnership has also granted the Underwriters a 30-day option (the " Option ") to purchase up to an additional 750,000 Common Units (the " Optional Units "). If the Underwriters exercise their option to purchase Optional Units, the number of Optional Units purchased by the Underwriters pursuant to such exercise will be issued to the Underwriters and any remaining Common Units not purchased by the Underwriters pursuant to any such exercise will be issued to OCI Holding. If the Underwriters do not exercise their option to purchase Optional Units, the Partnership will issue 750,000 Common Units to OCI Holding upon the expiration of the Option.

The material terms of the Offering are described in the prospectus, dated September 13, 2013 (the " Prospectus "), filed by the Partnership with the Securities and Exchange Commission (the " Commission ") on September 16, 2013 pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the " Securities Act "). The Offering is registered with the Commission pursuant to a Registration Statement on Form S-1, as amended (File No. 333-189838) (the " Registration Statement "), initially filed on July 8, 2013.

The Underwriting Agreement contains customary representations, warranties and agreements of the parties, and customary conditions to closing, obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of such agreement and as of specific dates, and were solely for the benefit of the parties to such agreement. The OCI Parties have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make because of any of those liabilities.

The Offering closed on September 18, 2013, and the Partnership received proceeds (net of underwriting discounts, the structuring fee and offering expenses) from the Offering of approximately $83.5 million. The Partnership used the aggregate net proceeds from the Offering to make a distribution of approximately $18.0 million to OCI Chemical. The Partnership also used net proceeds of approximately $65.5 million to make a cash payment to Wyoming Co. in exchange for the contribution of its 10.02% limited partner interest in OCI Wyoming, L.P., a Delaware limited partnership (" OCI Wyoming "), to the Partnership.

As more fully described under the caption "Underwriting" in the Prospectus, certain of the Underwriters and their affiliates have engaged, and may in the future engage, in commercial banking, investment banking and advisory services for the Partnership, the General Partner and their respective affiliates from time to time in the ordinary course of their business for which they have received customary fees and reimbursement of expenses.

The foregoing description and the description contained in the Prospectus are not complete and are qualified in their entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Contribution Agreement

The description of the Contribution Agreement provided below under Item 2.01 is incorporated in this Item 1.01 by reference. A copy of the Contribution Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated in this Item 1.01 by reference.

Omnibus Agreement

On September 18, 2013, in connection with the closing of the Offering, the Partnership entered into an Omnibus Agreement (the " Omnibus Agreement ") by and among the Partnership, the General Partner and OCI Enterprises.

Pursuant to the Omnibus Agreement, the Partnership has agreed to reimburse OCI Enterprises and its affiliates for certain direct operating expenses they pay on behalf of the Partnership, and for providing corporate, general and administrative services. Additionally, pursuant to the Omnibus Agreement, OCI Enterprises has agreed to indemnify the Partnership for (i) certain preclosing environmental liabilities, (ii) certain title and rights-of-way matters, (iii) the Partnership's failure to have certain necessary governmental consents and permits; (iv) certain preclosing tax liabilities; (v) the use of the name "OCI" and other trademarks; and (vi) assets retained by OCI Enterprises and its affiliates. The Partnership has agreed to indemnify OCI Enterprises for certain events relating to the Partnership's ownership or operation of its assets after the closing of the Offering. Further, as part of the Omnibus Agreement, OCI Enterprises has agreed to grant the Partnership a royalty-free right and sublicense to use "OCI" as part of its name and as a trademark and service mark or as a part of a trademark or a service mark for its products and services.

The foregoing description and the description contained in the Prospectus are not complete and are qualified in their entirety by reference to the full text of the Omnibus Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Third Amended and Restated Limited Partnership Agreement of OCI Wyoming, L.P.

On September 18, 2013, in connection with the closing of the Offering, OCI Wyoming amended and restated its Limited Partnership Agreement (as amended, the " Wyoming LP Agreement "). The amendments to the Wyoming LP Agreement included reflecting the consummation of the Offering and the removal of Wyoming Co. as a partner as a result of its replacement as a limited partner in OCI Wyoming by the Partnership and other immaterial changes. The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Wyoming LP Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated in this Item 1.01 by reference.

Relationships

OCI Holding owns 4,025,500 Common Units and 9,775,500 Subordinated Units, representing a 71.9% limited partner interest in the Partnership. In addition, the General Partner owns a 2.0% general partner interest in the Partnership, represented by 383,694 general partner units.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Contribution Agreement

On September 18, 2013, in anticipation of the closing of the Offering, the Partnership entered into a Contribution, Assignment and Assumption Agreement by and among the Partnership, the General Partner, Wyoming Co., OCI Holding and OCI Chemical (the " Contribution Agreement "). Pursuant to the Contribution Agreement, in connection with the closing of the Offering, (i) Wyoming Co. contributed its 10.02% limited partner interest in OCI Wyoming to the Partnership in exchange for a cash payment to Wyoming Co. of $65.5 million to be paid from the proceeds of the Offering, (ii) the Partnership distributed $18.0 million to OCI Holding and issued to OCI Holding 4,025,500 Common Units and 9,775,500 Subordinated Units representing a recapitalized 71.9% limited partner interest in the Partnership, (iii) the Partnership issued to OCI Holding the right to receive the issuance of additional Common Units described in clause (a) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement (as defined below), (iv) the Partnership issued to OCI Chemical, on behalf of OCI Holding, the right to receive the distribution(s) of cash described in clause (b) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement, (v) the Partnership issued to the General Partner 383,694 general partner units, in part representing a continuation of the General Partner's 2.0% general partner interest in the Partnership and in part on behalf of OCI Holding, and the Incentive Distribution Rights (as defined in the Partnership Agreement) in the Partnership, (vi) the Partnership issued to the General Partner, on behalf of OCI Holding, the right to receive

additional general partner units described in clause (c) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement, and (vii) the Partnership redeemed the initial interests of the General Partner and OCI Holding and refunded OCI Holding's initial contribution of $1,000.00 and any interest or other profit that may have resulted from the investment or other use of such initial capital contribution to OCI Holding. Such transactions are referred to as the " Contribution Transactions ."

On September 18, 2013, in connection with the Offering, the Contribution Transactions were completed.

The foregoing description is qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 2.01 by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The description in Item 2.01 of the issuances of securities by the Partnership on September 18, 2013 in connection with the consummation of the Contribution Transactions is incorporated herein by reference. The foregoing transactions were undertaken in reliance on the exemption from the registration requirements of the Securities Act in Section 4(2) thereof. The Partnership believes that exemptions other than the foregoing exemption may exist for these transactions.

Each of the Subordinated Units will convert into one Common Unit at the end of the subordination period. The subordination period will end on the first business day after the Partnership has earned and paid at least $2.00 (the minimum quarterly distribution on an annualized basis) on each outstanding common, subordinated and general partner unit, for each of three consecutive, non-overlapping four-quarter periods ending on or after September 30, 2016, provided that there are no arrearages on the Common Units at that time.

The description of the subordination period contained in the section of the Prospectus entitled "How We Make Distributions to Our Partners—Subordination Period" is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Partnership Agreement

On September 18, 2013, in connection with the closing of the Offering, the General Partner and OCI Holding amended and restated the Agreement of Limited Partnership of the Partnership by executing the First Amended and Restated Agreement of Limited Partnership of the Partnership (as amended and restated, the " Partnership Agreement "). A description of the Partnership Agreement is contained in the section of the Prospectus entitled "The Partnership Agreement" and is incorporated herein by reference.

The foregoing description and the description contained in the Prospectus are not complete and are qualified in their entirety by reference to the full text of the Partnership Agreement, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated in this Item 5.03 by reference.

Amended and Restated Limited Liability Company Agreement of OCI Resource Partners LLC

On September 18, 2013, in connection with the closing of the Offering, the General Partner amended and restated its Limited Liability Company Agreement (as amended, the " LLC Agreement "). The amendments to the LLC Agreement included, among other things, outlining the rights of the sole member and management by the board of directors of the Partnership's business.

The foregoing description is not complete and is qualified in its entirety by reference to the full text of the LLC Agreement, which is filed as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated in this Item 5.03 by reference.

Item 7.01 Regulation FD Disclosure.

On September 13, 2013, the Partnership issued a press release announcing that it had priced the Offering described in Item 1.01 of this Current Report on Form 8-K. A copy of the press release is furnished as Exhibit 99.1 hereto.

In accordance with General Instruction B.2 of Form 8-K, the press release is being furnished and shall not be deemed "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), or otherwise subject to the liabilities of such Section, nor shall such information and Exhibit be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

Item 9.01 Financial Statements and Other Exhibits.

(d) Exhibits

1.1	Underwriting Agreement, dated September 12, 2013, by and among OCI Resources LP, OCI Resource Partners LLC, OCI Enterprises Inc., OCI Chemical Corporation, OCI Wyoming Holding Co. and OCI Wyoming Co., and Citigroup Global Markets Inc. and Goldman, Sachs & Co., for themselves and as representatives of the other several underwriters named therein
3.1	First Amended and Restated Agreement of Limited Partnership of OCI Resources LP, dated as of September 18, 2013
3.2	Amended and Restated Limited Liability Company Agreement of OCI Resource Partners LLC, dated September 18, 2013
10.1	Contribution, Assignment and Assumption Agreement, dated as of September 18, 2013, by and among OCI Resources LP, OCI Resource Partners LLC, OCI Wyoming Co., OCI Wyoming Holding Co. and OCI Chemical Corporation
10.2	Omnibus Agreement, dated as of September 18, 2013, by and among OCI Resources LP, OCI Resource Partners LLC and OCI Enterprises Inc.
10.3	Third Amended and Restated Limited Partnership Agreement of OCI Wyoming, L.P., dated September 18, 2013
99.1	Press Release, dated September 13, 2013

SIGNATURE

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

OCI RESOURCES LP

By: OCI Resource Partners LLC,
its General Partner

By: /s/ Kirk H. Milling
Kirk H. Milling
Chief Executive Officer

Date: September 18, 2013

EXHIBIT INDEX

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10.2	Omnibus Agreement, dated as of September 18, 2013, by and among OCI Resources LP, OCI Resource Partners LLC and OCI Enterprises Inc.
10.3	Third Amended and Restated Limited Partnership Agreement of OCI Wyoming, L.P., dated September 18, 2013
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Exhibit 1.1

Execution Version

OCI RESOURCES LP

5,000,000 Common Units
Representing Limited Partner Interests

UNDERWRITING AGREEMENT

New York, New York
September 12, 2013

CITIGROUP GLOBAL MARKETS INC.
GOLDMAN, SACHS & CO.
As Representatives of the several Underwriters

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o Goldman, Sachs & Co.
200 West Street
New York, New York 10282

Ladies and Gentlemen:

OCI Resources LP, a limited partnership organized under the laws of Delaware (the " Partnership "), proposes to sell to the several underwriters named in Schedule I hereto (the " Underwriters "), for whom you (the " Representatives ") are acting as representatives, 5,000,000 common units (the " Firm Units "), each representing a limited partner interest in the Partnership (the " Common Units "). The Partnership also proposes to grant to the Underwriters an option to purchase up to 750,000 additional Common Units to cover over-allotments, if any (the " Option Units " and, together with the Firm Units, the " Units "). Certain capitalized terms used herein are defined in Section 21 hereof.

It is understood and agreed to by all parties that the Partnership was formed by OCI Wyoming Holding Co., a Delaware corporation (" OCI Holding "), to hold, at the closing of the offering contemplated by this underwriting agreement (this " Agreement "), a 40.98% general partner interest and a 10.02% limited partner interest in OCI Wyoming, L.P., a Delaware limited partnership (the " Operating Company "), as described more particularly in the most recent Preliminary Prospectus.

It is further understood and agreed to by all parties that as of the date hereof:

(a) OCI Enterprises Inc., a Delaware corporation (" Enterprises "), directly owns all of capital stock of OCI Chemical Corporation, a Delaware corporation (" OCI Chemical ");

(b) OCI Chemical directly owns all of the capital stock of OCI Holding;

(c) OCI Holding directly owns a 100% limited liability company interest in OCI Resource Partners LLC, a Delaware limited liability company and the general partner of the Partnership (the " General Partner ");

(d) OCI Holding and the General Partner directly own a 98.0% limited partner interest and a 2.0% general partner interest, respectively, in the Partnership;

(e) The Partnership directly owns a 40.98% general partner interest in the Operating Company;

(f) OCI Wyoming Co., a Delaware corporation (" Wyoming Co. "), directly owns a 10.02% limited partner interest in the Operating Company;

(g) On July 18, 2013, the Operating Company amended and restated its Amended and Restated Limited Partnership Agreement, as amended, into the Second Amended and Restated Agreement of Limited Partnership (the Second Amended and Restated Agreement of Limited Partnership is referred to herein as the " Operating Company LP Agreement ");

(h) On July 18, 2013, OCI Chemical, as borrower, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto entered into a Credit Agreement (the " OCI Chemical Credit Agreement ");

(i) On July 18, 2013, the Partnership, as borrower, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto entered into a Credit Agreement (the " Partnership Credit Agreement "); and

(j) On July 18, 2013, the Operating Company, as borrower, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto entered into a Credit Agreement (the " Operating Company Credit Agreement ").

Immediately prior to or on the Closing Date (as defined herein), the following transactions will occur:

(a) Wyoming Co., OCI Holding, OCI Chemical, the General Partner and the Partnership will enter into a Contribution, Assignment and Assumption Agreement, substantially in the form filed as an exhibit to the Registration Statement (the " Contribution Agreement " and, together with any related bills of sales, conveyances and similar transfer documents necessary to effectuate the intent of the Contribution Agreement, the " Contribution Documents ") pursuant to which (i) Wyoming Co. will contribute its 10.02% limited partner interest in the Operating Company to the Partnership in exchange for (a) a cash payment of approximately $65.5 million to be paid from the proceeds of the public offering of the Units contemplated hereby (the " Offering "), (b) the issuance to OCI Holding, the right to receive the issuance of additional common units described in clause (a) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement (as defined herein), (c) the issuance to OCI Chemical, on behalf of OCI Holding, the right to receive the distribution(s) of cash

described in clause (b) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement and (d) the issuance to the General Partner, on behalf of OCI Holding, the right to receive the issuance of additional general partner units described in clause (c) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement, (ii) the Partnership will issue to the General Partner, in part representing a continuation of the General Partner's 2.0% general partner interest in the Partnership (before giving effect to any exercise of the option to purchase Option Units pursuant to Section 2(b) hereof and the Deferred Issuance and Distribution, each as defined in the Partnership Agreement), and in part on behalf of OCI Holding, (a) 383,694 general partner units (the " General Partner Units ") and (b) the Incentive Distribution Rights (as defined in the Partnership Agreement) and (iii) the Partnership will redeem the initial interests of the General Partner and OCI Holding and will refund OCI Holding's initial contribution of $1000.00, as well as any interest or other profit that may have resulted from the investment or other use of such initial capital contribution to OCI Holding;

(b) The Partnership will issue to OCI Holding 4,025,500 Common Units and 9,775,500 subordinated units, representing limited partner interests in the Partnership (the " Subordinated Units " and, together with such Common Units, the " Sponsor Units ") representing an aggregate recapitalized 71.9% limited partner interest in the Partnership;

(c) The Offering will be consummated;

(d) The Partnership will use the net proceeds of the Offering, after deducting the underwriting discount, the structuring fee and offering expenses and the cash payment to Wyoming Co. described in subsection (a) above, to fund an approximate $18.0 million cash distribution to OCI Chemical;

(e) The Partnership will amend and restate its agreement of limited partnership, substantially in the form filed as an exhibit to the Registration Statement (as so amended and restated, the " Partnership Agreement ");

(f) The General Partner will amend and restate its limited liability company agreement, substantially in the form filed as an exhibit to the Registration Statement (as so amended and restated, the " GP LLC Agreement "); and

(g) Enterprises, the General Partner and the Partnership will enter into an omnibus agreement, substantially in the form filed as an exhibit to the Registration Statement (the " Omnibus Agreement ").

The transactions contemplated in subsections (a) through (f) above (including the transactions to be consummated pursuant to the Contribution Documents) are collectively referred to herein as the " Transactions ." The " Transaction Documents " shall mean the Contribution Documents and the Omnibus Agreement. Enterprises and OCI Chemical are collectively referred to herein as the " Sponsor Entities " and, together with OCI Holding, Wyoming Co., the General Partner and the Partnership, the " OCI Parties ." OCI Holding, Wyoming Co., the General Partner, the Partnership and the Operating Company are collectively referred to herein as the " Partnership Entities " and, together with the Sponsor Entities, the " OCI Entities ." The " Organizational

Documents " shall mean (i) the certificates of formation, incorporation or limited partnership, as applicable, of each of the Partnership Entities, (ii) the Partnership Agreement, (iii) the GP LLC Agreement and (iv) the Operating Company LP Agreement. The " Operative Agreements " shall mean the Organizational Documents and the Transaction Documents.

This is to confirm the agreement among the OCI Parties and the Underwriters concerning the purchase by the Underwriters of the Firm Units and of the Option Units, if any, from the Partnership by the Underwriters.

1. Representations and Warranties . Each of the OCI Parties, jointly and severally, represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1 .

(a) *Registration* . The Partnership has prepared and filed with the Commission a registration statement (File Number 333-189838) on Form S-1, including a related preliminary prospectus, for registration under the Act of the offering and sale of the Units. Such Registration Statement, including all amendments thereto filed prior to the Execution Time, has become effective. The Partnership has filed one or more amendments thereto, including a related preliminary prospectus, each of which has previously been furnished to the Representatives. The Partnership will file with the Commission a final prospectus in accordance with Rule 424(b). As filed, such Prospectus shall contain all information required by the Act, and such Prospectus shall be in all substantive respects in the form furnished to the Representatives prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the latest Preliminary Prospectus) as the Partnership has advised the Representatives, prior to the Execution Time, will be included or made therein.

(b) *No Stop Order* . No stop order suspending the effectiveness of the Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued under the Act, and no proceeding for that purpose has been initiated or, to the knowledge of any of the OCI Parties, threatened by the Commission. No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued and no proceeding for that purpose has been initiated or, to the knowledge of any of the OCI Parties, threatened by the Commission.

(c) *No Material Misstatements or Omissions in Registration Statement or Prospectus* . On the Effective Date, the Registration Statement did, and when the Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date and on any date on which Option Units are purchased, if such date is not the Closing Date (a " settlement date "), the Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act; on the Effective Date and at the Execution Time, the Registration Statement did not and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date and any settlement date, the

Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that the OCI Parties make no representations or warranties as to the information contained in or omitted from the Registration Statement or the Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Partnership by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(d) *No Material Misstatements or Omissions in Disclosure Package* . The most recent Preliminary Prospectus, at the time of filing thereof, complied in all material respects with the requirements of the Act and did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except with respect to Rule 430A Information permitted to be omitted from such Preliminary Prospectus. As of the Execution Time, (i) the Disclosure Package and (ii) each electronic road show, when taken together as a whole with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that the OCI Parties make no representations or warranties as to the information contained in or omitted from the Disclosure Package in reliance upon and in conformity with information furnished in writing to the Partnership by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(e) *Projections* . Each of the statements made by the Partnership in the Registration Statement and the Disclosure Package and to be made in the Prospectus (and any supplements thereto) within the coverage of Rule 175(b) under the Act, including (but not limited to) any statements with respect to projected results of operations, estimated available cash and future cash distributions of the Partnership, and any statements made in support thereof or related thereto under the heading “Cash Distribution Policy and Restrictions on Distributions” or the anticipated ratio of taxable income to distributions, was made or will be made with a reasonable basis and in good faith. The OCI Parties are not aware of any facts with respect to the historical financial performance of OCI Holding, as the predecessor to the Partnership (together with OCI Holding’s consolidated subsidiaries (the “ Predecessor ”)), or the Partnership’s anticipated financial performance that would result in a significant variance from such statements.

(f) *Electronic Road Show* . The Partnership has made available a “bona fide electronic road show” (as defined in Rule 433(h)) such that no filing of any “road show” (as defined in Rule 433(h)) is required in connection with the offering of the Units.

(g) *Eligible Issuer* . (i) At the time of filing the Registration Statement and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Partnership was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Partnership be considered an Ineligible Issuer.

(h) *Emerging Growth Company* . From the time of the initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Partnership engaged directly or through any Person authorized to act on its behalf in any Testing-the-Waters-Communication) through the Execution Time, the Partnership has been and is an "emerging growth company" as defined in Section 2(a) of the Act (an " Emerging Growth Company ").

(i) *Testing-the-Waters Communications* . The Partnership (i) has not alone engaged in any Testing-the-Waters Communication and (ii) has not authorized anyone to engage in Testing-the-Waters Communications.

(j) *Issuer Free Writing Prospectuses* . Each Issuer Free Writing Prospectus does not include any information that conflicts with the information contained in the Registration Statement, the Disclosure Package or the Prospectus; provided , however , that the OCI Parties make no representations or warranties as to the information contained in or omitted from any Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Partnership by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(k) *Formation and Qualification* . Each of the OCI Entities has been duly formed or incorporated and is validly existing as a limited partnership, limited liability company or corporation, as applicable, in good standing under the laws of its jurisdiction of organization with full power and authority to enter into and perform its obligations under the Transaction Documents to which it is a party, to own or lease, as the case may be, and to operate its properties currently owned or leased or to be owned or leased and conduct its business as currently conducted or to be conducted on the Closing Date and each settlement date, in each case, as described in the Registration Statement, the Disclosure Package and the Prospectus. Each of the Partnership Entities is, and at the Closing Date and each settlement date will be, duly qualified to do business as a foreign corporation, limited partnership or limited liability company, as applicable, and is in good standing under the laws of each jurisdiction which requires, or at the Closing Date and each settlement date will require, such qualification, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on (i) the condition (financial or otherwise), prospects, earnings, business or properties of the Partnership Entities, taken as a whole, or (ii) the ability of the applicable OCI Entities to consummate the Transactions or any other transactions contemplated by this Agreement or the Transaction Documents (in either case of clause (i) or (ii), a " Material Adverse

Effect "), or subject the limited partners of the Partnership to any material liability or disability.

(l) *Power and Authority of General Partner* . The General Partner has, and on the Closing Date and each settlement date will have, all requisite power and authority to act as general partner of the Partnership as described in the Registration Statement, the Disclosure Package and the Prospectus.

(m) *Ownership of OCI Chemical* . Enterprises owns all of the issued and outstanding capital stock of OCI Chemical; all of the capital stock of OCI Chemical has been duly authorized and validly issued in accordance with the certificate of incorporation and bylaws of OCI Chemical and is fully paid and nonassessable; and Enterprises owns such capital stock free and clear of all liens, encumbrances, security interests, charges or other claims (" Liens ").

(n) *Ownership of OCI Holding* . OCI Chemical owns all of the issued and outstanding capital stock of OCI Holding; all of the capital stock of OCI Holding has been duly authorized and validly issued in accordance with the Organizational Documents of OCI Holding and is fully paid and nonassessable; and OCI Chemical owns such capital stock free and clear of all Liens, except as described in the Registration Statement, the Disclosure Package and the Prospectus.

(o) *Ownership of the General Partner* . OCI Holding owns, and on the Closing Date and each settlement date, after giving effect to the Transactions, will own, all of the issued and outstanding limited liability company interests of the General Partner; the limited liability company interests of the General Partner have been duly authorized and validly issued in accordance with the GP LLC Agreement, and are fully paid (to the extent required by the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the " Delaware LLC Act ")); and OCI Holding owns such limited liability company interests free and clear of all Liens except for restrictions on transferability contained in the GP LLC Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus.

(p) *Ownership of General Partner Interest* . The General Partner is, and on the Closing Date and each settlement date, after giving effect to the Transactions, will be, the sole general partner of the Partnership with a 2.0% general partner interest in the Partnership, such interest being represented by the General Partner Units; such General Partner Units have been, and on the Closing Date and each settlement date, after giving effect to the Transactions, will be, duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns such General Partner Units free and clear of all Liens except for (i) restrictions on transferability contained in the Partnership Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus and (ii) Liens created or arising under the Partnership Credit Agreement.

(q) *Ownership of the Sponsor Units and Incentive Distribution Rights* . Assuming no purchase by the Underwriters of any Option Units, on the Closing Date and each settlement date, after giving effect to the Transactions, OCI Holding will own the Sponsor Units and the General Partner will own 100% of the Incentive Distribution Rights; all of such Sponsor Units and Incentive Distribution Rights and the limited partner interests represented thereby will be duly authorized and validly issued in accordance with the Partnership Agreement, and will be fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the " Delaware LP Act ")); and OCI Holding will own the Sponsor Units, and the General Partner will own the Incentive Distribution Rights, in each case free and clear of all Liens except for restrictions on transferability contained in the Partnership Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus.

(r) *Ownership of the Operating Company* . On the Closing Date and each settlement date, after giving effect to the Transactions, the Partnership will own, a 40.98% general partner interest and a 10.02% limited partner interest in the Operating Company; such general partner interest and limited partner interest have been, and on the Closing Date and each settlement date, after giving effect to the Transactions, will be, duly authorized and validly issued in accordance with the Operating Company LP Agreement, and are fully paid (to the extent required by the Operating Company LP Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act)); and OCI Holding owns, and on the Closing Date and each settlement date, after giving effect to the Transactions, the Partnership will own such general partner interest and limited partner interest, in each case free and clear of all Liens except for (i) restrictions on transferability contained in the Operating Company LP Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus and (ii) Liens created or arising under the Partnership Credit Agreement.

(s) *Valid Issuance of the Units* . The Units and the limited partner interests represented thereby to be purchased by the Underwriters from the Partnership have been duly authorized and, when issued and delivered against payment of the consideration set forth herein on the Closing Date and each settlement date, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(t) *Capitalization* . After giving effect to the Transactions and the offering of the Units as contemplated by this Agreement (including the issuance of all of the Option Units), the issued and outstanding partnership interests of the Partnership will consist of 9,775,500 Common Units, 9,775,500 Subordinated Units, 399,000 General Partner Units and the Incentive Distribution Rights, and other than the Sponsor Units and the Incentive Distribution Rights, the Units will be the only limited partner interests in the Partnership issued and outstanding.

(u) *No Other Subsidiaries* . Other than (i) the General Partner's ownership of the 2.0% general partner interest in the Partnership and (ii) on the Closing Date and each settlement date, after giving effect to the Transactions, the Partnership's ownership of a 40.98% general partner interest and a 10.02% limited partner interest in the Operating Company, none of the Partnership Entities own or will own, on the Closing Date and each settlement date, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

(v) *No Preemptive Rights, Registration Rights or Options* . Except as described in the Registration Statement, the Disclosure Package and the Prospectus, there are no (i) preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any equity securities of the Partnership Entities or (ii) outstanding options or warrants to purchase any securities of the Partnership Entities. Neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership Entities.

(w) *Authority and Authorization* . Each of the OCI Parties has all requisite power and authority to execute and deliver this Agreement and perform its respective obligations hereunder. The Partnership has all requisite partnership power and authority to issue, sell and deliver (i) the Units, in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement, the Registration Statement, the Disclosure Package and the Prospectus and (ii) the Sponsor Units, General Partner Units and Incentive Distribution Rights, in accordance with and upon the terms and conditions set forth in the Partnership Agreement and the Contribution Agreement. On the Closing Date and each settlement date, all corporate, limited partnership and limited liability company action, as the case may be, required to be taken by the OCI Entities or any of their members, partners or stockholders for the authorization, issuance, sale and delivery of the Units, the Sponsor Units, the General Partner Units and the Incentive Distribution Rights, the execution and delivery (on or before the Closing Date) by the OCI Entities of the Operative Agreements to which they are a party and the consummation of the transactions (including the Transactions) contemplated by this Agreement and the Transaction Documents, shall have been validly taken.

(x) *Authorization of This Agreement* . This Agreement has been duly authorized, executed and delivered by each of the OCI Parties.

(y) *Enforceability of Operative Agreements* . At or before the Closing Date and on each settlement date, each of the Operative Agreements will have been duly authorized, executed and delivered by the OCI Entities party thereto and, assuming due authorization by the other parties thereto (other than an OCI Entity), will constitute a valid and legally binding agreement of such OCI Entities, enforceable against such parties in accordance with its terms; provided , that, with respect to each Operative Agreement, the enforceability thereof may be limited by rights to indemnity or contribution and bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles.

(z) *No Conflicts* . None of (i) the offering, issuance or sale by the Partnership of the Units, (ii) the execution, delivery and performance of this Agreement or the Operative Agreements by the OCI Entities that are parties hereto or thereto, as the case may be, (iii) the consummation of the Transactions and any other transactions contemplated by this Agreement or the Transaction Documents or (iv) the application of the proceeds as described under the caption "Use of Proceeds" in the Registration Statement, the Disclosure Package and the Prospectus (A) conflicts or will conflict with, or constitutes or will constitute a violation of, the Organizational Documents or other constituent document of any of the OCI Entities, (B) conflicts or will conflict with, or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under any indenture, contract, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the OCI Entities is a party or by which any of them or any of their respective properties may be bound, or (C) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over any of the OCI Entities or any of their properties in a proceeding to which any of them or their property is a party or (D) results or will result in the creation or imposition of any Lien upon any property or assets of any of the Partnership Entities (other than Liens created pursuant to the Partnership Credit Agreement), except, with respect to clauses (B), (C) and (D), where such conflicts, breaches, violations, defaults or Liens would not, individually or in the aggregate, have a Material Adverse Effect.

(aa) *No Consents* . No permit, consent, approval, authorization, order, registration, filing or qualification (" Consent ") of or with any court or governmental agency or body having jurisdiction over any of the OCI Entities or any of their properties or assets is required in connection with the execution, delivery and performance of this Agreement by the OCI Parties, the execution, delivery and performance of the Operative Agreements by the OCI Entities that are parties thereto or the consummation of the Transactions or any other transactions contemplated by this Agreement or the Transaction Documents other than (i) registration of the Units under the Act, which has been effected (or, with respect to any registration statement to be filed hereunder pursuant to Rule 462 (b) under the Act, will be effected in accordance herewith) and Consents required under the Exchange Act, (ii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Units are being offered by the Underwriters and (iii) any necessary qualification under the rules and regulations of the Financial Industry Regulatory Authority (" FINRA ").

(bb) *No Defaults* . None of the OCI Entities is in violation, breach or default (or, with the giving of notice or lapse of time, would be in violation, breach or default) of (i) with respect to any of the Partnership Entities, any provision of its Organizational Documents, and with respect to any of the Sponsor Entities, any provision of its constituent documents, (ii) the terms of any indenture, contract, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the OCI Entities is a party or by which any of them or any of their respective properties may be bound, or (iii) any statute, law, rule or regulation or any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over any of the OCI

Entities or any of its properties, as applicable, except, in the case of clauses (ii) and (iii), where such violations, breaches or defaults, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(cc) *Conformity of Units to Description* . The Units, when issued and delivered in accordance with the terms of the Partnership Agreement and this Agreement against payment therefor as provided therein and herein, and the Sponsor Units, the General Partner Units and the Incentive Distribution Rights, when issued and delivered in accordance with the terms of the Partnership Agreement and the Contribution Agreement, will conform in all material respects to the description thereof contained in the Registration Statement, the Disclosure Package and the Prospectus.

(dd) *No Labor Dispute* . No labor dispute with the employees of any of the Partnership Entities exists or, to the knowledge of any of the OCI Parties, is threatened, that would reasonably be expected to have a Material Adverse Effect.

(ee) *Financial Statements* . The consolidated historical financial statements and schedules of the Predecessor included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the Predecessor as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The summary consolidated historical and pro forma financial and operating information set forth in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus under the caption "Summary—Summary Historical and Pro Forma Financial and Operating Data" and the selected historical and pro forma financial and operating information set forth under the caption "Selected Historical and Pro Forma Financial and Operating Data" in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus is accurately presented in all material respects and prepared on a basis consistent with the historical financial statements and pro forma financial statements, as applicable, from which it has been derived, except as otherwise noted therein. The other financial information of the Predecessor and any Partnership Entities, including non-GAAP financial measures, if any, contained in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus has been derived from the accounting records of the Predecessor or the Partnership Entities, as applicable, and fairly presents in all material respects the information purported to be shown thereby. There are no financial statements (historical or pro forma) that are required to be included in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus that are not so included as required; neither the Predecessor nor any of the Partnership Entities has any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described in the Registration Statement (excluding the exhibits thereto), the most recent Preliminary Prospectus and the Prospectus. All disclosures contained in the Registration Statement, the most recent Preliminary Prospectus, the Prospectus and each Permitted Free Writing Prospectus regarding "non-GAAP financial measures" (as

such term is defined by the rules and regulations of the Commission) comply with Regulation G and Item 10 of Regulation S-K under the Act, to the extent applicable.

(ff) *Pro Forma Financial Statements* . The pro forma financial statements and the pro forma information set forth under the caption "Cash Distribution Policy and Restrictions on Distributions—Unaudited Pro Forma Cash Available for Distribution for the Year Ended December 31, 2012" included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus include assumptions underlying such pro forma financial statements and information that are reasonable, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect an appropriate application of those adjustments to the historical financial statement amounts in the pro forma financial statements and information included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus. The pro forma financial statements included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus have been prepared in accordance with the applicable accounting requirements of the Act and the Exchange Act.

(gg) *Independent Registered Public Accounting Firm* . Deloitte & Touche LLP, who has certified certain financial statements of the Predecessor and its consolidated subsidiaries (including the related notes thereto) and of the Partnership, in each case included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, is and was during the periods covered by such financial statements an independent registered public accounting firm with respect to the Predecessor and the Partnership within the meaning of the Act and the Public Company Accounting Oversight Board.

(hh) *Reserve Information; Independent Reserve Engineer* . The proven and probable reserve estimates of the Operating Company contained in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, and reflected in the letter referred to in Section 6(f) hereof, are derived from the "Trona Mineral Reserve Estimate—Big Island Mine" report, dated May 8, 2013, prepared by Hollberg Professional Group, PC (" HPG "). Such letter and its contents were prepared in accordance with the applicable requirements of the Act and the Exchange Act, including Industry Guide 7 of the Commission. The information furnished by the Operating Company to HPG for purposes of preparing its report, including, without limitation, production, costs of operation and development, current prices for production, agreements relating to current and future operations and sales of production, was true, correct and complete in all material respects on the date supplied and was prepared in accordance with customary industry practices. HPG is and was during the periods indicated with respect to the proven and probable reserve estimates in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus an independent mining engineer with respect to the Operating Company and the Partnership.

(ii) *Litigation* . Except as described in the Registration Statement, the Disclosure Package and the Prospectus, no action, suit, proceeding or inquiry by or before any court or governmental or other regulatory or administrative agency, authority or body or any arbitrator involving any of the OCI Entities or their property is pending or,

to the knowledge of any of the OCI Parties, threatened or contemplated, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(jj) *Title to Properties* . Following consummation of the Transactions and on the Closing Date and each settlement date, except as described in the Registration Statement, the Disclosure Package and the Prospectus and except to the extent that failure of the following to be true, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(i) the Partnership Entities will have (A) good and indefeasible title to all real property owned by them that is material to the conduct of their respective businesses and (B) good title to all personal property owned by them, in each of cases (A) and (B) as such properties are described in the Registration Statement, the Disclosure Package and the Prospectus, free and clear of all Liens, except as are created or arise under the Partnership Credit Agreement;

(ii) all land, buildings and other improvements, and all equipment and other personal property, to be held under lease or sublease by any of the Partnership Entities, will be held by them under valid and subsisting leases or subleases, as the case may be, with such exceptions as do not materially interfere with the use made or proposed to be made of such property, buildings or other improvements by the Partnership Entities, as such uses are described in the Registration Statement, the Disclosure Package and the Prospectus; and none of the OCI Parties has any notice of any claim that has been asserted by any person or entity adverse to the rights of the Partnership Entities under any of the leases or subleases mentioned above or affecting or questioning the rights of the Partnership Entities to the continued possession and use of the leased or subleased premises under any such lease or sublease.

(kk) *Rights of Way* . On the Closing Date and each settlement date, after giving effect to the Transactions, each of the Partnership Entities will have such consents, easements, rights-of-way or licenses (collectively, " rights-of-way ") from any person or entity as are necessary to conduct the business of such Partnership Entity in the manner described in the Registration Statement, the Disclosure Package and the Prospectus, except for such rights-of-way the failure of which to obtain, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(ll) *Possession of Licenses and Governmental Permits* . On the Closing Date and each settlement date, after giving effect to the Transactions, each of the Partnership Entities will possess, such permits, licenses, patents, certificates, approvals, consents and other authorizations issued by all applicable federal, state, local or foreign governmental or regulatory authorities, agencies or bodies (collectively, " Governmental Licenses ") necessary to conduct its business in the manner described in the Registration Statement, the Disclosure Package and the Prospectus except for such Governmental Licenses, the failure of which to obtain or retain would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; the Partnership Entities are and will be in

compliance with the terms and conditions of all such Governmental Licenses, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; the Governmental Licenses are and will be valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the knowledge of the OCI Parties, none of the Partnership Entities has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses that, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

(mm) *Tax Returns* . Each of the Partnership Entities has filed all foreign, federal, state and local tax returns that are required to be filed or has requested extensions thereof, other than certain state and local tax returns as to which the failure to file would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has timely paid all taxes shown to be due pursuant to such returns other than (i) those currently being contested in good faith for which adequate reserves have been established or (ii) those which, if not paid, would not reasonably be expected to have a Material Adverse Effect.

(nn) *Insurance* . On the Closing Date and each settlement date, after giving effect to the Transactions, the Partnership Entities will be insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; all policies of insurance and any fidelity or surety bonds insuring the Partnership Entities or their respective businesses, assets, employees, officers and directors will be in full force and effect; and the Partnership Entities will be in compliance with the terms of such policies and instruments in all material respects.

(oo) *Distribution Restrictions* . On the Closing Date and each settlement date, after giving effect to the Transactions, no Partnership Entity will be prohibited, directly or indirectly, from making any distribution with respect to its equity interests, from repaying any loans or advances to any other Partnership Entity or from transferring any of its property or assets to any other Partnership Entity, except as described in or contemplated by the Registration Statement, the Disclosure Package and the Prospectus.

(pp) *Environmental Compliance* . Each of the Partnership Entities (i) is in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the prevention of pollution or the protection of the environment or imposing liability or standards of conduct concerning any Hazardous Materials (as hereinafter defined) (" Environmental Laws "), (ii) has received and is in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses as they are currently being conducted, (iii) has not received written or oral notice of any actual or potential liability for violations of Environmental Law, releases of Hazardous Materials or exposure of any person to Hazardous Materials and (iv) is not a party to or affected by any pending or, to the

knowledge of any of the OCI Parties, threatened action, suit or proceeding relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or cleanup at any location of any Hazardous Materials, except where such noncompliance or deviation from that described in (i)-(iv) above would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The term " Hazardous Materials " means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (" CERCLA "), (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under any applicable Environmental Law. None of the Partnership Entities has received written notice that it is a "potentially responsible party" under CERCLA or any other Environmental Laws relating to the remediation of Hazardous Materials, including, but not limited to, with respect to any of the properties being contributed to the Partnership Entities pursuant to the Transactions, where the liability of such Partnership Entity would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(qq) *Effect of Environmental Laws* . In the ordinary course of its business, each Partnership Entity periodically reviews the effect of Environmental Laws on the business, operations and properties of the Partnership Entities, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures reasonably likely to be required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, each Partnership Entity has concluded that such associated costs and liabilities would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(rr) *Intellectual Property* . The Partnership Entities own, possess, license or have other rights to use, on reasonable terms, all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property (collectively, the " Intellectual Property ") necessary for the conduct of each of their respective businesses as now conducted or as proposed in the Registration Statement, the Disclosure Package and the Prospectus to be conducted except to the extent that the failure to own, possess, license or have other rights in such Intellectual Property would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ss) *Certain Relationships and Related Transactions* . There are no relationships or related party transactions involving any OCI Entity, on the one hand, and the directors, officers, stockholders, affiliates, customers or suppliers of any OCI Entity, on the other hand, that is required to be described in the Registration Statement, the Disclosure Package or the Prospectus that have not been described as required.

(tt) *ERISA* . On the Closing Date and the settlement date, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) no "reportable event" (as defined in Section 4043(c) of the Employee Retirement Income Security Act of 1974, as amended (" ERISA ")) will have occurred with respect to any "pension plan" (as defined in Section 3(2) of ERISA) sponsored or otherwise contributed to by any OCI Entities or any other entity which, together with the OCI Entities, would be treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended (the " Code "), excluding any reportable event for which the otherwise applicable notice requirements have been or are waived; (ii) no OCI Entity will have incurred, nor does any such entity expect in the immediately foreseeable future to incur, liability under (a) Sections 4062, 4063 or 4064 of ERISA or (b) Title IV of ERISA with respect to a withdrawal from any multiemployer plan within the meaning of Section 3(37) of ERISA; and (iii) each "pension plan" sponsored or otherwise contributed to by any OCI Entity that is intended to be qualified under Section 401(a) of the Code, will be the subject of (a) a favorable determination or opinion letter from the Internal Revenue Service to the effect that it is so qualified and, to the knowledge of any of the OCI Parties, nothing will have occurred that would reasonably be expected to cause the loss of such qualification or (b) a timely filed application to the Internal Revenue Service for such a letter.

(uu) *No Changes* . Since the date of the latest audited financial statements included in the Registration Statement, the Disclosure Package and the Prospectus, none of the Partnership Entities has sustained any loss or interference with respect to its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree, otherwise than as set forth or contemplated in the Registration Statement, the Disclosure Package and the Prospectus and other than as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Subsequent to the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, in each case excluding any amendments or supplements to the foregoing made after the execution of this Agreement, there has not been (i) any material adverse change, or any development involving, individually or in the aggregate, a prospective material adverse change, in or affecting the condition (financial or otherwise), management, earnings, business or properties of the Partnership Entities taken as a whole, whether or not arising from transactions in the ordinary course of business, except as described in the Registration Statement, the Disclosure Package and the Prospectus (exclusive of any supplement to such Prospectus) or (ii) any dividend or distribution of any kind declared, paid or made by any Partnership Entity, in each case other than as described in the Registration Statement, the Disclosure Package and the Prospectus.

(vv) *Sufficiency of Contribution Documents* . The Contribution Documents will be legally sufficient to transfer or convey to the Partnership Entities satisfactory title to, or valid rights to use or manage, all properties not already held by them that are, individually or in the aggregate, required to enable the Partnership Entities to conduct their operations in all material respects as contemplated by the Registration Statement, the Disclosure Package and the Prospectus. Upon execution and delivery of the

Contribution Documents, the Partnership Entities will succeed in all material respects to the business, assets, properties, liabilities and operations reflected by the pro forma financial statements of the Partnership.

(ww) *Description of Contracts; Filing of Exhibits* . The statements in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus under the captions "Cash Distribution Policy and Restrictions on Distributions," "How We Make Distributions to Our Partners," "Business—Environmental Matters," "Business—Mining and Workplace Safety," "Management," "Certain Relationships and Related Party Transactions," "Conflicts of Interest and Contractual Duties," "Description of the Common Units," "The Partnership Agreement," "Material U.S. Federal Income Tax Consequences" and "Investment in OCI Resources LP by Employee Benefit Plans and IRAs," in each case to the extent that such statements constitute matters of law, summaries of legal matters, summaries of provisions of the Operative Agreements or any other instruments or agreements, summaries of legal proceedings, or legal conclusions, are accurate in all material respects; all descriptions in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus of any terms of (i) all instruments, agreements and documents filed as exhibits to the Registration Statement pursuant to Item 601(b)(10) of Regulation S-K under the Act and (ii) any other indenture, contract, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the OCI Entities is a party, are accurate in all material respects. There is no franchise, contract or other document of a character required to be filed as an exhibit to the Registration Statement, that is not described or filed as required.

(xx) *Sarbanes-Oxley Act of 2002* . At the Effective Date, the Partnership and, to the knowledge of any of the OCI Parties, the officers and directors of the General Partner, in their capacities as such were, and on the Closing Date, will be, in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 (the " Sarbanes-Oxley Act ") and the applicable rules and regulations of the Commission and the New York Stock Exchange (the " NYSE ") promulgated thereunder.

(yy) *Investment Company* . None of the Partnership Entities is now, and immediately following the sale of the Units to be sold by the Partnership hereunder and application of the net proceeds from such sale as described in the Registration Statement, the Disclosure Package and the Prospectus under the caption "Use of Proceeds," none will be, an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the " Investment Company Act ").

(zz) *Internal Controls* . OCI Holding and the Partnership maintain internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with accounting principles generally accepted in the United States and to maintain accountability for its assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action

is taken with respect to any differences. The internal accounting controls of OCI Holding and the Partnership are effective and none of the OCI Parties is aware of any material weakness in the internal accounting controls of OCI Holding or the Partnership.

(aaa) *Disclosure Controls and Procedures* . The Partnership has established and maintains "disclosure controls and procedures" (as is defined in Rule 13a-15(e) under the Exchange Act); and (i) such disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Partnership in the reports it files or will file or submit under the Exchange Act, as applicable, is accumulated and communicated to management of the General Partner, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure to be made and (ii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established to the extent required by Rule 13a-15 of the Exchange Act.

(bbb) *Market Stabilization* . None of the OCI Entities has taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units.

(ccc) *Foreign Corrupt Practices Act* . No Partnership Entity nor, to the knowledge of any of the OCI Parties, any director, officer, agent, employee or affiliate of any Partnership Entity, has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the " FCPA "), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA. The Partnership Entities and, to the knowledge of any of the OCI Parties, their affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(ddd) *Money Laundering Laws* . The operations of each of the Partnership Entities are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, and the rules and regulations and published guidelines thereunder, but in each case only insofar as the Partnership Entities are required to comply with such laws, rules or regulations (collectively, the " Money Laundering Laws ") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any of the Partnership Entities with respect to the Money Laundering Laws is pending or, to the actual knowledge of any of the OCI Parties, threatened.

(eee) *Office of Foreign Assets Control* . No Partnership Entity nor, to the knowledge of any of the OCI Parties, any director, officer, employee or affiliate of any Partnership Entity, is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (" OFAC "); and the Partnership Entities will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to, or located in any country or territory that is subject to, any U.S. sanctions administered by OFAC.

(fff) *Lending Relationship* . Except as described in the Registration Statement, the Disclosure Package and the Prospectus, no OCI Entity (i) has any material lending or other relationship with any bank or lending affiliate of any of the Underwriters and (ii) intends to use any of the proceeds from the sale of the Units hereunder to repay any outstanding debt owed to any affiliate of the Underwriters.

(ggg) *Private Placement* . The issuance of the Sponsor Units to OCI Holding, the General Partner Units to the General Partner and the Incentive Distribution Rights to the General Partner are exempt from the registration requirements of the Act, the rules and regulations and the securities laws of any state having jurisdiction with respect thereto, and none of the OCI Entities has taken or will take any action that would cause the loss of such exemption.

(hhh) *Statistical and Market-Related Data* . All statistical and market-related data included in the Registration Statement, the Disclosure Package and the Prospectus are based on or derived from sources that the OCI Parties believe to be reliable and accurate, and the Partnership has obtained the written consent to the use of such data from such sources to the extent required.

(iii) *No Distribution of Other Offering Materials* . None of the OCI Entities has distributed and, prior to the later to occur of the Closing Date or any settlement date and completion of the distribution of the Units, will distribute any offering material in connection with the offering and sale of the Units other than the most recent Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus to which the Representatives have consented in accordance with this Agreement, and any other materials permitted by the Act, including Rule 134.

(jjj) *FINRA* . To the knowledge of any of the OCI Parties, there are no affiliations or associations between any member of FINRA and any of the Partnership Entities, any of the officers or directors of a Partnership Entity or the holders of 5% or greater of the Common Units, except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus.

(kkk) *Significant Subsidiaries* . The Operating Company is the only significant subsidiary of the Partnership as defined by Rule 1-02 of Regulation S-X.

(lll) *No Debt Securities* . The Partnership has no debt securities or preferred equity that is rated by any "nationally recognized statistical rating organization" (as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act).

Any certificate signed by any officer of any of the OCI Parties and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Units shall be deemed a joint and several representation and warranty by each of the OCI Parties, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale .

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and covenants herein set forth, the Partnership agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Partnership, at a purchase price of $17.86 per unit, the amount of the Firm Units set forth opposite such Underwriter's name in Schedule I hereto.

(b) Subject to the terms and conditions and in reliance upon the representations, warranties and covenants herein set forth, the Partnership hereby grants an option to the several Underwriters, severally and not jointly, to purchase up to 750,000 Option Units at the same purchase price per unit as the Underwriters shall pay for the Firm Units, less an amount per Option Unit equal to any distributions declared by the Partnership and payable on the Firm Units but not payable on the Option Units. Said option may be exercised only to cover over-allotments in the sale of the Firm Units by the Underwriters. Said option may be exercised in whole or from time to time in part at any time on or before the 30th day after the date of the Prospectus upon written or telegraphic notice by the Representatives to the Partnership setting forth the number of Option Units as to which the several Underwriters are exercising the option and the settlement date, which settlement date shall not be later than seven full Business Days after the exercise of said option, nor in any event prior to the Closing Date. The number of Option Units to be purchased by each Underwriter shall be the same percentage of the total number of Option Units to be purchased by the several Underwriters as such Underwriter is purchasing of the Firm Units, subject to such adjustments as the Representatives in their absolute discretion shall make to eliminate any fractional Units.

3. Delivery and Payment . Delivery of and payment for the Firm Units and the Option Units (if the option provided for in Section 2(b) hereof shall have been exercised on or before the third Business Day immediately preceding the Closing Date) shall be made at 10:00 a.m., New York City time, on September 18, 2013, or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Partnership or as provided in Section 9 hereof (such date and time of delivery and payment for the Units being herein called the " Closing Date "). Delivery of the Units shall be made to Citigroup Global Markets Inc. for the respective accounts of the several Underwriters against payment by the several Underwriters through Citigroup Global Markets Inc. of the purchase price thereof to or upon the order of the Partnership by wire transfer payable in same-day funds to an account specified by the Partnership.

If the option provided for in Section 2(b) hereof is exercised after the third Business Day immediately preceding the Closing Date, the Partnership will deliver the Option Units (at the expense of the Partnership) to the Representatives on the date specified by the Representatives (which shall be within three Business Days after exercise of said option) for the respective accounts of the several Underwriters, against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Partnership by wire transfer payable in same-day funds to an account specified by the Partnership. If settlement for the Option Units occurs after the Closing Date, the Partnership will deliver to the Representatives on such settlement date, and the obligation of the Underwriters to purchase the Option Units shall be conditioned upon receipt of, supplemental opinions, certificates and letters confirming as of such date the opinions, certificates and letters, in forms reasonably satisfactory to the Representatives, delivered on the Closing Date pursuant to Section 6 hereof. Delivery of the Firm Units and the Option Units shall be made through the facilities of The Depository Trust Company (" DTC ") unless the Representatives shall otherwise instruct.

4. Offering by Underwriters . It is understood that the several Underwriters propose to offer the Units for sale to the public at the price as set forth in the Prospectus.

5. Agreements . Each of the OCI Parties, jointly and severally, agrees with the several Underwriters that:

(a) *Preparation of Prospectus and Registration Statement* . Prior to the termination of the offering of the Units, the Partnership will give the Representatives notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b)) or any amendment, supplement or revision to any preliminary prospectus (including any prospectus included in the Registration Statement at the time it became effective) or to the Prospectus and will furnish the Representatives a copy for their review prior to filing and will not file any such proposed amendment or supplement to which the Representatives reasonably object. The Partnership will cause the Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide, upon request, evidence satisfactory to the Representatives of such timely filing. The Partnership will promptly advise the Representatives (i) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (ii) when, prior to termination of the offering of the Units, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Partnership of any notification with respect to the suspension of the qualification of the Units for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Partnership will use its reasonable efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or

objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection.

(b) *Amendment or Supplement of Disclosure Package and Issuer Free Writing Prospectuses* . If, at any time prior to the filing of the Prospectus pursuant to Rule 424(b), any event occurs as a result of which (i) the Disclosure Package or any Issuer Free Writing Prospectus would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) any Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus, the Partnership will (A) notify promptly the Representatives so that any use of the Disclosure Package or the Issuer Free Writing Prospectus, as the case may be, may cease until it is amended or supplemented; (B) amend or supplement the Disclosure Package or the Issuer Free Writing Prospectus, as the case may be, to correct such statement, omission or conflict; and (C) supply any amendment or supplement to the Representatives in such quantities as they may reasonably request.

(c) *Amendment of Registration Statement or Supplement of Prospectus* . If, at any time when a prospectus relating to the Units is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Prospectus to comply with the Act, the Partnership promptly will (i) notify the Representatives of any such event; (ii) prepare and file with the Commission, subject to the second sentence of Section 5(a) , an amendment or supplement which will correct such statement or omission or effect such compliance; and (iii) supply any supplemented Prospectus to the Representatives in such quantities as they may reasonably request.

(d) *Reports to Unitholders* . The Partnership will timely file such reports pursuant to the Exchange Act as are necessary to make generally available to its unitholders as soon as practicable an earnings statement or statements of the Partnership and its subsidiaries for purposes of the last paragraph of Section 11(a) of the Act and Rule 158 under the Act.

(e) *Signed Copies of the Registration Statement and Copies of the Prospectus* . The Partnership will furnish (or otherwise make available) to the Representatives and counsel for the Underwriters, upon request and without charge, up to two signed copies of the Registration Statement (including exhibits thereto) per Representative and counsel and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of the most recent Preliminary Prospectus, the

Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Underwriters may reasonably request. The Partnership will pay the expenses of printing or other production of all documents relating to the offering.

(f) *Qualification of Units* . The Partnership will arrange, if necessary, for the qualification of the Units for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Units; provided , that in no event shall the Partnership be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Units, or to subject itself to taxation in respect of doing business in any jurisdiction where it is not now so subject.

(g) *Lock-Up Period* . The OCI Parties will not, without the prior written consent of each of Citigroup Global Markets Inc. and Goldman, Sachs & Co., offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of (or enter into any swap or other transaction which is designed to, or would reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the OCI Parties or any officer or director of the OCI Parties), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any other Common Units or any securities convertible into, or exercisable or exchangeable for, Common Units; or publicly announce an intention to effect any such transaction, for a period of 180 days after the date of this Agreement (the " Lock-Up Period "). The restrictions contained in the preceding sentence shall not apply to (a) the Units to be sold hereunder, (b) the issuance by the Partnership of Common Units and other securities pursuant to the Contribution Agreement as described in the Registration Statement, the Disclosure Package and the Prospectus or (c) the issuance by the Partnership of equity awards pursuant to the long-term incentive plan of the General Partner, and the Partnership may file a registration statement on Form S-8 relating to such plan. Notwithstanding the foregoing, if (i) during the last 17 days of the Lock-Up Period, the Partnership issues an earnings release or announces material news or a material event relating to the Partnership occurs, or (ii) prior to the expiration of the Lock-Up Period, the Partnership announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed in this clause shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the announcement of the material news or the occurrence of the material event unless each of Citigroup Global Markets Inc. and Goldman, Sachs & Co. waives, in writing, such extension. The Partnership will provide the Representatives and any co-managers and each individual subject to the Lock-Up Period pursuant to the lock-up letters described in Section 6(j) with prior notice of any such announcement or occurrence that gives rise to an extension of the Lock-Up Period.

(h) *Price Manipulation* . The OCI Parties will not, and will cause the OCI Entities to not, take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units.

(i) *Expenses* . The Partnership agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Units; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Units, including any stamp or transfer taxes in connection with the original issuance and sale of the Units; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Units; (v) the registration of the Units under the Exchange Act and the listing of the Units on the NYSE; (vi) any registration or qualification of the Units for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel to the Underwriters relating to such registration and qualification); (vii) any filings required to be made with FINRA (including filing fees and up to $25,000 in legal fees of counsel to the Underwriters relating to such FINRA matters); (viii) the transportation and other expenses incurred by or on behalf of Partnership representatives in connection with presentations to prospective purchasers of the Units; provided, however, that the Underwriters will pay for 100% of their hotel and ground transportation costs, and 50% of the costs and expenses of any chartered flights, in connection with such presentations; (ix) the fees and expenses of the accountants of OCI Holding and the Partnership and the fees and expenses of counsel (including local and special counsel) for OCI Holding and the Partnership; and (x) all other costs and expenses incident to the performance by the OCI Parties of their obligations hereunder. Except as provided in this Section 5(i) and Section 7, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel, transfer taxes on any resale of the Units by any Underwriter, any advertising expenses connected with any offers they may make and the transportation and other expenses incurred by the Underwriters on their own behalf in connection with presentations to prospective purchasers of the Units.

(j) *Free Writing Prospectuses* . Each of the OCI Parties agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the OCI Parties that, unless it has or shall have obtained, as the case may be, the prior written consent of the OCI Parties, it has not made and will not make any offer relating to the Units that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing

prospectus" (as defined in Rule 405) required to be filed by the Partnership with the Commission or retained by the Partnership under Rule 433; provided , that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Issuer Free Writing Prospectuses included in Schedule II hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the OCI Parties is hereinafter referred to as a " Permitted Free Writing Prospectus ." Each of the OCI Parties agrees that (i) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (ii) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(k) *Use of Proceeds* . The Partnership will use the net proceeds received by it from the sale of the Units in the manner specified in the Registration Statement, the Disclosure Package and the Prospectus under "Use of Proceeds."

(l) *NYSE Listing* . The Partnership will use its reasonable best efforts to effect and maintain the listing of the Common Units on the NYSE.

(m) *Emerging Growth Company* . The Partnership will notify promptly the Representatives if the Partnership ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Units within the meaning of the Act and (ii) completion of the Lock-Up Period.

(n) *Written Testing-the-Waters Communications* . The OCI Parties shall not, and shall cause the OCI Entities not to, engage in any Testing-the-Waters Communications. If it is determined that a Written Testing-the-Waters Communication has occurred and at any time following the distribution of any such Written Testing-the-Waters Communication, any event occurs as a result of which such Written Testing-the-Waters Communication would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Partnership will (i) notify promptly the Representatives so that the use of the Written Testing-the-Waters Communication may cease until it is amended or supplemented; (ii) amend or supplement the Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission, at its own expense; and (iii) supply any amendment or supplement to the Representatives in such quantities as may reasonably be requested.

6. Conditions to the Obligations of the Underwriters . The obligations of the Underwriters to purchase the Firm Units and the Option Units, as the case may be, shall be subject to the accuracy of the representations and warranties on the part of the OCI Parties contained herein as of the Execution Time, the Closing Date and any settlement date, to the accuracy of the statements of the OCI Parties made in any certificates pursuant to the provisions hereof, to the performance by the OCI Parties of their obligations hereunder and to the following additional conditions:

(a) *Filing of Prospectus; No Stop Order* . The Prospectus and any supplement thereto have been filed in the manner and within the time period required by Rule 424(b); any material required to be filed by the Partnership pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened. If the Partnership has selected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement.

(b) *OCI Parties' Counsel Opinion* . The Partnership shall have requested and caused each of (i) Dechert LLP, counsel to the OCI Parties and (ii) Holland & Hart LLP, special Wyoming counsel to the OCI Parties, to have furnished to the Representatives its legal opinion, dated the Closing Date and any settlement date, and addressed to the Representatives, in form and substance reasonably satisfactory to the Representatives, substantially in the forms set forth on Exhibit B and Exhibit C , respectively.

(c) *Underwriters' Counsel Opinion* . The Representatives shall have received from Baker Botts L.L.P., counsel for the Underwriters, such opinion or opinions, dated the Closing Date and any settlement date, and addressed to the Representatives, with respect to the issuance and sale of the Units, the Registration Statement, the Disclosure Package, the Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Partnership shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) *Officers' Certificate* . The Partnership and the General Partner shall each have furnished to the Representatives a certificate of the President, the Chief Executive Officer or an Executive Vice President of such party (or persons holding similar positions, as applicable) and of the Chief Financial Officer or Chief Accounting Officer of such party (or persons holding similar positions, as applicable), dated the Closing Date and any settlement date, to the effect that the signers of each such certificate have carefully examined the Registration Statement, the Prospectus, the Disclosure Package, any Issuer Free Writing Prospectus and any amendment or supplement thereto, as well as each electronic roadshow used in connection with the offering of the Units, and this Agreement and that:

(i) the representations and warranties of the OCI Parties in this Agreement are true and correct on and as of the Closing Date and any settlement date, with the same effect as if made on the Closing Date and any settlement date, and each OCI Party has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to such Closing Date or settlement date, as applicable;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings

for that purpose have been instituted or, to the knowledge of any of the OCI Parties, threatened; and

(iii) since the date of the most recent financial statements included in the Registration Statement, the Disclosure Package and the Prospectus (exclusive of any supplement thereto), there has been no Material Adverse Effect, except as described in the Registration Statement, the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(e) *Accounting Comfort Letter* . The Representatives shall have received from Deloitte & Touche LLP an initial customary comfort letter dated the date of this Agreement and addressed to the Underwriters through the Representatives (with executed copies for each of the Representatives), containing statements and information, as of a date not more than three Business Days prior to the date of this Agreement, of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus, and any amendments or supplements thereto, and the Representatives shall have received customary comfort letters dated the Closing Date or any settlement date, to the effect that such firm reaffirms the statements made in the letter furnished on the date of this Agreement, except that the specified date referred to shall be a date not more than three Business Days prior to the Closing Date or such settlement date. References to the Prospectus in this Section 6(e) include any supplement thereto at the date of the respective letter.

(f) *Reserve Comfort Letter* . The Representatives shall have received from HPG an initial letter dated the date hereof and subsequent letters dated the Closing Date and any settlement date, and addressed to the Underwriters through the Representatives (with executed copies for each of the Representatives), in each case in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type ordinarily included in reserve engineers' "comfort letters" to underwriters with respect to the estimates of proven and probable reserves of the Operating Company included in the Registration Statement, the Disclosure Package and the Prospectus.

(g) *No Material Change* . Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any material change specified in the letter or letters referred to in Section 6(e) or Section 6(f) or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Partnership Entities taken as a whole, whether or not arising from transactions in the ordinary course of business, except as described in the Disclosure Package and the Prospectus (exclusive of any supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Units as contemplated by the Registration

Statement (exclusive of any amendment thereof), the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto).

(h) *NYSE Listing* . The Units shall have been approved for listing and admitted and authorized for trading on the NYSE, and satisfactory evidence of such actions shall have been provided to the Representatives.

(i) *Lock-Up Agreements* . At the Execution Time, the Partnership shall have furnished to the Representatives a lock-up agreement in the form attached as Exhibit A from each of the parties listed on Schedule III hereto and addressed to the Representatives.

(j) *Consummation of Transactions* . The OCI Parties shall have furnished to the Representatives evidence reasonably satisfactory to the Representatives that each of the Transactions shall have occurred or will occur as of the Closing Date, in each case as described in the Registration Statement, the Disclosure Package and the Prospectus without material modification, change or waiver, except for such material modifications, changes or waivers as have been specifically identified to the Representatives and which, in the judgment of the Representatives, do not make it impracticable or inadvisable to proceed with the offering and delivery of the Units on the Closing Date on the terms and in the manner contemplated in the Registration Statement, the Disclosure Package and the Prospectus.

(k) *Other Certificates* . The Representatives shall have received from the OCI Parties such additional documents and certificates as the Representatives or counsel for the Underwriters may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Partnership in writing or by telephone or facsimile confirmed in writing.

7. Reimbursement of Underwriters' Expenses . If the sale of the Units provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the OCI Parties to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the OCI Parties will reimburse the Underwriters severally through Citigroup Global Markets Inc. on demand for all expenses (including reasonable fees and disbursements of counsel for the Underwriters) that shall have been incurred by them in connection with the proposed purchase and sale of the Units.

8. Indemnification and Contribution .

(a) The OCI Parties jointly and severally agree to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter, and each affiliate of any Underwriter who has participated or is alleged to have participated in the distribution of the Units as underwriters, and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or in any Preliminary Prospectus, the Disclosure Package, the Prospectus, any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made (with respect to any Preliminary Prospectus, the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus), not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided , however , that the OCI Parties will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of the Underwriters consists of the information described in Section 8(b) . This indemnity agreement will be in addition to any liability which the OCI Parties may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the OCI Parties, each of the directors and officers of the General Partner who sign the Registration Statement, and each person who controls the OCI Parties within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the OCI Parties to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Partnership by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The OCI Parties acknowledge that the statements set forth (i) in the last paragraph of the cover page regarding delivery of the Units and (ii) under the heading “Underwriting,” the ninth, tenth, fourteenth, fifteenth and sixteenth paragraphs, in the Preliminary Prospectus, the Prospectus and any Issuer Free Writing Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in the Preliminary Prospectus, the Prospectus and any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in

respect thereof is to be made against the indemnifying party under this Section 8 , notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under Section 8(a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in Section(a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided , however , that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ one separate counsel (in addition to local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel (but in no event shall the indemnifying party bear the reasonable fees, costs and expenses of more than one such separate counsel) if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding in a form reasonably acceptable to the indemnifying party and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. The indemnified parties shall not, without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution is sought hereunder. Notwithstanding the foregoing, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement effected without its written consent if (i) such settlement is entered into more than 45 days after

receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the OCI Parties and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "Losses") to which the OCI Parties and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the OCI Parties on the one hand and by the Underwriters on the other from the offering of the Units; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Units) be responsible for any amount in excess of the underwriting discount or commission applicable to the Units purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the OCI Parties and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the OCI Parties on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the OCI Parties shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses and applicable structuring and advisory fees) received by the Partnership, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the OCI Parties on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The OCI Parties and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 8(d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8(d), each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the OCI Parties within the meaning of either the Act or the Exchange Act, each officer of the General Partner who shall have signed the Registration Statement and each director of the Partnership shall have the same rights to contribution as the OCI Parties, subject in each case to the applicable terms and conditions of this subsection (d). The remedies provided for in this Section 8 are not

exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Units agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Units set forth opposite their names in Schedule I hereto bears to the aggregate amount of Units set forth opposite the names of all the remaining Underwriters) the Units which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided , however , that in the event that the aggregate amount of Units that the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Units set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Units, and if such nondefaulting Underwriters do not purchase all the Units, this Agreement will terminate without liability to any nondefaulting Underwriter or the OCI Parties. In the event of a default by any Underwriter as set forth in this Section 9 , the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Partnership and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Partnership prior to delivery of and payment for the Units, if at any time prior to such time (i) trading in the Partnership's Common Units shall have been suspended by the Commission or the NYSE or trading in securities generally on the NASDAQ Stock Market or the NYSE shall have been suspended or limited or minimum prices shall have been established on either of such exchanges, (ii) a banking moratorium shall have been declared either by federal or New York State authorities, (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Units as contemplated by the most recent Preliminary Prospectus or the Prospectus (exclusive of any supplement thereto) or (iv) there has occurred any material adverse effect in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Units.

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the OCI Parties or any of their officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the OCI Parties or any of the officers, directors, employees, affiliates, agents or controlling

persons referred to in Section 8 hereof, and will survive delivery of and payment for the Units. The provisions of Section 7 and Section 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to the Citigroup Global Markets Inc. General Counsel (fax no.: (212) 816-7912) and confirmed to the General Counsel, Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York, 10013, Attention: General Counsel; and Goldman, Sachs & Co., 200 West Street, New York, New York 10282, Attention: Registration Department; or, if sent to the OCI Parties, will be mailed, delivered or telefaxed to OCI Resource Partners LLC, Five Concourse Parkway, Suite 2500, Atlanta, Georgia 30328, Attention: General Counsel (fax no.: (770) 375-2436).

13. Patriot Act . In accordance with the requirements of the USA Patriot Act (Title III of Pub. L, 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their clients, which may include the name and address of their clients, as well as other information that will allow the underwriters to properly identify their clients.

14. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, affiliates, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

15. No Fiduciary Duty . Each of the OCI Parties hereby acknowledges that (a) the purchase and sale of the Units pursuant to this Agreement is an arm's-length commercial transaction between the OCI Parties, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the OCI Parties and (c) the engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, each of the OCI Parties agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the OCI Parties on related or other matters). Each of the OCI Parties agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to any of the OCI Parties in connection with such transaction or the process leading thereto.

16. Integration . This Agreement supersedes all prior agreements and understandings (whether written or oral) between the OCI Parties and the Underwriters, or any of them, with respect to the subject matter hereof.

17. Applicable Law. This Agreement, and any claim, controversy or dispute relating to or arising under this Agreement, will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

18. Waiver of Jury Trial . Each of the OCI Parties hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

19. Counterparts . This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

20. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

21. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

" Act " shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

" Business Day " shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in The City of New York.

" Commission " shall mean the U.S. Securities and Exchange Commission.

" Disclosure Package " shall mean, collectively, (i) the Preliminary Prospectus dated September 3, 2013, (ii) the price to the public, the number of Firm Units and the number of Option Units to be included on the cover page of the Prospectus, (iii) the Issuer Free Writing Prospectuses identified in Schedule II hereto and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

" Effective Date " shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

" Exchange Act " shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

" Execution Time " shall mean 4:07 p.m., Eastern Daylight Time, on September 12, 2013.

" Free Writing Prospectus " shall mean a free writing prospectus, as defined in Rule 405.

" Issuer Free Writing Prospectus " shall mean an issuer free writing prospectus, as defined in Rule 433.

" Preliminary Prospectus " shall mean any preliminary prospectus referred to in Section 1(a) above and any preliminary prospectus included in the Registration Statement at the Effective Date that omits Rule 430A Information.

" Prospectus " shall mean the prospectus relating to the Units that is first filed pursuant to Rule 424(b) after the Execution Time.

" Registration Statement " shall mean the registration statement referred to in Section 1(a) above, including exhibits and financial statements and any prospectus supplement relating to the Units that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430A, as amended at the Execution Time and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be.

" Rule 158 ", " Rule 163 ", " Rule 164 ", " Rule 172 ", " Rule 405 ", " Rule 415 ", " Rule 424 ", " Rule 430A " and " Rule 433 " refer to such rules under the Act.

" Rule 430A Information " shall mean information with respect to the Units and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

" Rule 462(b) Registration Statement " shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

" Testing-the-Waters Communication " shall mean any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act.

" Written Testing-the-Waters Communications " shall mean any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the OCI Parties and the several Underwriters.

Very truly yours,

OCI Resources LP

By: OCI Resource Partners LLC,
its general partner

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

OCI Resource Partners LLC

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

OCI Enterprises Inc.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

OCI Chemical Corporation

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

OCI Wyoming Holding Co.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

OCI Wyoming Co.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Citigroup Global Markets Inc.
Goldman, Sachs & Co.

By: Citigroup Global Markets Inc.

By: /s/ Robert Waldron
Name: Robert Waldron
Title: Vice President

By: Goldman, Sachs & Co.

By: /s/ Adam T. Greene
Goldman, Sachs & Co.

For themselves and the other several Underwriters named in Schedule I to the foregoing Agreement.

SCHEDULE I

Underwriters	Number of Firm Units to be Purchased
Citigroup Global Markets Inc.	2,000,000
Goldman, Sachs & Co.	2,000,000
Barclays Capital Inc.	500,000
Credit Suisse Securities (USA) LLC	500,000
Total	**5,000,000**

SCHEDULE II

Issuer Free Writing Prospectuses included in the Disclosure Package:

Issuer Free Writing Prospectus dated September 12, 2013, filed with the Commission pursuant to Rule 433.

Issuer Free Writing Prospectus not included in the Disclosure Package: Electronic roadshow as made available on http://www.netroadshow.com and http://www.retailroadshow.com.

SCHEDULE III

Parties to Lock-Up Agreements

Mark Lee
Kirk Milling
Choungho (Charles) Kim
Mike Hohn
Rob Plimmer
William O'Neill, Jr.
Nicole Daniel

EXHIBIT A

FORM OF LOCK-UP LETTER

September 12, 2013

CITIGROUP GLOBAL MARKETS INC.
GOLDMAN, SACHS & CO.
As Representatives of the several Underwriters

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o Goldman, Sachs & Co.
200 West Street
New York, New York 10282

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the " Underwriting Agreement "), among OCI Enterprises Inc., OCI Chemical Corporation, OCI Wyoming Holding Co., OCI Wyoming Co., OCI Resource Partners LLC, OCI Resources LP (the " Partnership ") and you, as Representatives (the " Representatives ") of a group of Underwriters named therein, relating to an underwritten public offering of common units representing limited partner interests in the Partnership (" Common Units "). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Underwriting Agreement.

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of each of Citigroup Global Markets Inc. and Goldman, Sachs & Co., offer, sell, contract to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of (or enter into any swap or other transaction which is designed to, or would reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any Common Units of the Partnership or any securities convertible into, or exercisable or exchangeable for such Common Units, or publicly announce an intention to effect any such transaction, for a period of 180 days after the date of the Underwriting Agreement (the " Lock-Up Period ") other than Common Units disposed of as bona fide gifts, or by will or intestacy, or as may be required by court order or by action of law, to any member of the immediate family (as defined below) of the undersigned or to a trust the beneficiaries of which are exclusively the

undersigned or members of the undersigned's immediate family, or as a bona fide gift or gifts to a charity or educational institution, in each case that is approved in writing by each of Citigroup Global Markets Inc. and Goldman, Sachs & Co. (provided that in the case of any such transfer, the transferee or donee shall execute and deliver a lock-up letter agreement substantially in the form of this Lock-Up Letter Agreement). For purposes of this paragraph, "immediate family" shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned.

Notwithstanding the foregoing paragraph, if (i) during the last 17 days of the Lock-Up Period, the Partnership issues an earnings release or announces material news or a material event relating to the Partnership occurs; or (ii) prior to the expiration of the Lock-up Period, the Partnership announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed in the preceding paragraph shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the announcement of the material news or the occurrence of the material event, unless each of Citigroup Global Markets Inc. and Goldman, Sachs & Co. waives, in writing, such extension. The undersigned hereby acknowledges that the Partnership has agreed in the Underwriting Agreement to provide written notice of any event that would result in an extension of the Lock-Up Period and agrees that any such notice properly delivered will be deemed to have given to, and received by, the undersigned.

In furtherance of the foregoing, the Partnership and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Letter Agreement.

If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date, the agreement set forth above shall likewise be terminated.

Yours very truly,

EXHIBIT B

FORM OF OPINION OF DECHERT LLP

1. Each of the OCI Entities has been duly formed and is validly existing as a corporation, limited partnership or limited liability company, as applicable, in good standing under the laws of the State of Delaware, with all requisite corporate, limited partnership or limited liability company power and authority, as applicable, to (A) own its properties and conduct its business, in each case as described in the Registration Statement, the Disclosure Package and the Prospectus, (B) execute and deliver the Transaction Documents to which it is a party, and (C) consummate the transactions contemplated by the Transaction Documents, including the issuance and sale of the Offered Units. Each of the OCI Entities is qualified to transact business as a foreign corporation, limited partnership or limited liability company, as the case may be, in good standing in each jurisdiction set forth opposite its name on Annex A hereto.

2. The General Partner has full limited liability company power and authority to act as general partner of the Partnership as described in the Registration Statement, the Disclosure Package and the Prospectus.

3. OCI Enterprises owns all of the issued and outstanding capital stock of OCI Chemical; the capital stock of OCI Chemical has been duly authorized and validly issued in accordance with the OCI Chemical Organizational Documents and is fully paid and nonassessable; and, to our knowledge, OCI Enterprises owns such capital stock of OCI Chemical free and clear of all liens, encumbrances, security interests, charges or other claims ("Liens") except as described in the Registration Statement, the Disclosure Package and the Prospectus.

4. OCI Chemical owns all of the issued and outstanding capital stock of OCI Holding and Wyoming Co.; the capital stock of each of OCI Holding and Wyoming Co. has been duly authorized and validly issued in accordance with its respective Organizational Documents and is fully paid and nonassessable; and, to our knowledge, OCI Chemical owns such capital stock of OCI Holding and Wyoming Co. free and clear of all Liens except as described in the Registration Statement, the Disclosure Package and the Prospectus.

5. OCI Holding owns all of the issued and outstanding limited liability company interests of the General Partner; such limited liability company interests have been duly authorized and validly issued in accordance with the GP LLC Agreement, and are fully paid (to the extent required by the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act); and, to our knowledge, OCI Holding owns such limited liability company interests free and clear of all Liens, except for restrictions on transferability contained in the GP LLC Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus.

6. The General Partner is the sole general partner of the Partnership with the general partner interest in the Partnership, after giving effect to the issuance of all of the Option Units and the additional General Partner Units issued to the General Partner to maintain its 2.0% general partner interest in connection therewith, as set forth in the Registration Statement, the Disclosure Package and the Prospectus in the column "OCI Resources Pro Forma" under the

caption “Capitalization”; the General Partner Units, representing such general partner interest, after giving effect to the issuance of all of the Option Units and the additional General Partner Units issued to the General Partner to maintain its 2.0% general partner interest in connection therewith, have been duly authorized and validly issued in accordance with the Partnership Agreement; and, to our knowledge, the General Partner owns such General Partner Units free and clear of all Liens, except for restrictions on transferability contained in the LP Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus.

7. OCI Holding owns the Sponsor Units and the General Partner owns the Incentive Distribution Rights, in each case, to our knowledge, free and clear of all Liens, except for restrictions on transferability contained in the LP Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus; all of such Sponsor Units and Incentive Distribution Rights and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the LP Agreement, and are fully paid (to the extent required under the LP Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act);

8. The Partnership’s general partner interest and limited partner interest in OCI Wyoming have been duly authorized and validly issued in accordance with the OCI Wyoming LP Agreement, and such limited partner interest is fully paid (to the extent required under the OCI Wyoming LP Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and, to our knowledge, the Partnership owns such general partner interest and limited partner interest, in each case free and clear of all Liens, except for restrictions on transferability contained in the OCI Wyoming LP Agreement or as described in the Registration Statement, the Disclosure Package and the Prospectus.

9. The Offered Units have been duly authorized for issuance and sale to the Underwriters pursuant to the Underwriting Agreement. The Offered Units, when issued and delivered against receipt by the Partnership of payment therefor in accordance with the terms of the Underwriting Agreement, will be validly issued, fully paid (to the extent required under the LP Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act) and are free and clear of statutory or, to our knowledge, contractual preemptive rights, rights of first refusal or other similar rights. None of the Offered Units was issued in violation of statutory preemptive or other similar rights of any unitholder of the Partnership or of any such rights under the Partnership Organizational Documents or, to our knowledge, contractual preemptive or other similar rights of any unitholder of the Partnership.

10. On the date hereof, after giving effect to the issuance of all of the Option Units and the additional General Partner Units issued to the General Partner to maintain its 2.0% general partner interest in connection therewith, the issued and outstanding partnership interests of the Partnership are as set forth in the Registration Statement, the Disclosure Package and the Prospectus in the column “OCI Resources Pro Forma” under the caption “Capitalization.”

11. Each of the Transaction Documents and the Organizational Agreements has been duly authorized, executed and delivered by and constitutes a valid and legally binding obligation

of each of the OCI Entities that is a party thereto, and, other than the Underwriting Agreement, is enforceable against each of the OCI Entities that is a party thereto in accordance with its terms, subject to the Enforceability Exception.

12. The execution and delivery of the Transaction Documents by each of the OCI Entities that is a party thereto, the consummation of the transactions contemplated by the Transaction Documents and the performance by the OCI Entities of their respective obligations thereunder (other than its obligations under the indemnification and contribution provisions, as to which we express no opinion) will not result, whether with or without the giving of notice or lapse of time or both, in (i) a violation or breach of, or conflict with, the Certificate of Incorporation or Bylaws of OCI Enterprises, OCI Chemical, OCI Holding or Wyoming Co., the partnership agreement of the Partnership or OCI Wyoming, or the limited liability company agreement of the General Partner, as the case may be, (ii) a violation or breach of, or constitute a default under (nor constitute any event which with notice, lapse of time or both would result in any breach of or constitute a default under), the credit agreement dated as of July 18, 2013 by and among the OCI Chemical, as borrower, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto, or any of the agreements or documents set forth in Item 16 under the caption "Exhibits and Financial Statement Schedule" of the Registration Statement to which any of the OCI Entities is a party or result in the imposition of any lien, charge or encumbrance upon any property or asset of the Company or the Subsidiaries or (iii) a violation or breach of the Delaware LP Act, the Delaware LLC Act, the Delaware General Corporation Law (the "DGCL"), the laws of the State of New York or U.S. federal law, in each case, as applicable to such OCI Entity, or any order, judgment, decree or injunction known to us of any U.S. federal, Delaware or New York governmental agency, body or court having jurisdiction over such OCI Entity except, in the case of clauses (ii) and (iii), such as would not, individually or in the aggregate, materially and adversely affect the ability of such OCI Entity to perform its obligations under the Transaction Documents to which it is a party.

13. No consent, approval, authorization or order of, license, registration, qualification, decree of or filing with any U.S. federal, Delaware or New York governmental agency or body or any U.S. federal, Delaware or New York court, under the DGCL, under the Delaware LLC Act or under the Delaware LP Act, as applicable, is necessary or required to be obtained or made by any of the OCI Entities for the due authorization, execution and delivery of the Transaction Documents by each of the OCI Entities that is a party thereto, the consummation of the transactions contemplated by the Transaction Documents, including the issuance and sale of the Offered Units pursuant to the Underwriting Agreement, and the performance by the applicable OCI Entities of their respective obligations thereunder (other than obligations under the indemnification and contribution provisions, as to which we express no opinion), except (i) such as have been obtained or made prior to the date hereof, (ii) such as may be required under state securities or "blue sky" laws (as to which we express no opinion) and the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA") (as to which we express no opinion), (iii) the Securities Act and (iv) where the failure to obtain and make such consent would not, individually or in the aggregate, materially and adversely affect the ability of the OCI Entities to perform their respective obligations under the Transaction Documents.

14. The statements in (A) the Registration Statement, the Disclosure Package and the Prospectus under the captions "Summary—The Offering," "How We Make Distributions to Our

Partners," "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt," "Description of the Common Units," "Cash Distribution Policy and Restrictions on Distributions," "Business—Environmental Matters," "Business—Mining and Workplace Safety," "Certain Relationships and Related Party Transactions," "Conflicts of Interest and Contractual Duties," "The Partnership Agreement," and "Investment in OCI Resources LP by Employee Benefit Plans and IRAs" and (B) the Registration Statement in Item 14 under the caption "Indemnification of officers and members of our board of directors" and in Item 15 under the caption "Recent sales of unregistered Units," in each case insofar as such statements constitute summaries of the legal matters, documents, proceedings, provisions of the certificate of incorporation or bylaws, limited liability company agreement or partnership agreement, of the OCI Entities, as applicable, or legal conclusions referred to in such caption or item, taken as a whole under each such caption or item, are correct in all material respects. The Common Units conform as to legal matters in all material respects to the description thereof contained in the Registration Statement, Disclosure Package and Prospectus under the caption "Description of the Common Units."

15. The statements in the Registration Statement, the Disclosure Package and the Prospectus under the caption "Material U.S. Federal Income Tax Consequences," insofar as such statements purport to summarize U.S. federal income tax laws referred to therein, are correct in all material respects.

16. The opinion of Dechert LLP that is filed as Exhibit 8.1 to the Registration Statement is confirmed, and the Underwriters may rely upon such opinion as if it were addressed to them.

17. Each of the Partnership Entities is not, and immediately after giving effect to the application of the net proceeds from the issuance and sale by the Partnership of the Offered Units as described in the Registration Statement, the Disclosure Package and the Prospectus, will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

In addition, such counsel shall make statements to the following effect:

In the course of preparation by the Partnership of the Registration Statement, the Disclosure Package and the Prospectus, we participated in conferences with officers and other representatives of the OCI Parties, representatives of the independent public accountants and the independent mining and geological consulting firm for the Partnership, representatives of the Underwriters and representatives of counsel for the Underwriters at which the contents of the Registration Statement, the Disclosure Package and the Prospectus and related matters were discussed. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Registration Statement, the Disclosure Package and the Prospectus, and we have not undertaken any obligation to verify independently any of those factual matters. Moreover, many of the determinations required to be made in the preparation of the Registration Statement, the Disclosure Package and the Prospectus involve determinations of a non-legal nature. Accordingly, we are not passing upon and assume no responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the

Disclosure Package or the Prospectus (except to the extent expressly set forth in the numbered paragraphs 14 and 15 of our opinion letter to you of even date herewith).

Subject to the limitations set forth in the immediately preceding paragraph, we advise you that, on the basis of the information we gained in the course of performing the services referred to above, each of the Registration Statement, the Preliminary Prospectus and the Prospectus (it being understood in each case that we express no belief with respect to the financial statements, schedules or other financial information or reserve information, or statistical data derived therefrom, included in or omitted from any of the foregoing) appears on its face to have been appropriately responsive in all material respects to the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder.

Subject to the limitations set forth in the second preceding paragraph, we confirm to you that, on the basis of the information we gained in the course of performing the services referred to above, no facts have come to our attention that have caused us to believe that (i) the Registration Statement (other than information permitted to be excluded at the time of effectiveness pursuant to Rule 430A under the Securities Act), as of its effective date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; (ii) the Disclosure Package, as of 4:07 p.m. Eastern Daylight Time, on September 12, 2013 (which you have advised us is a time prior to the time of first sale of the Offered Units) contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (iii) the Prospectus, as of its date and the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that in each case we express no belief with respect to the financial statements, schedules or other financial information or reserve information, or statistical data derived therefrom, included in or omitted from any of the foregoing).

ANNEX A

Name	Foreign Jurisdiction
OCI Enterprises Inc.	Georgia
OCI Chemical Corporation	Alabama, Georgia, New York, Ohio, Oregon, Utah, Wyoming
OCI Wyoming Holding Co.	None
OCI Wyoming Co.	Wyoming
OCI Resource Partners LLC	None
OCI Resources LP	None
OCI Wyoming, L.P.	Wyoming

EXHIBIT C

FORM OF OPINION OF HOLLAND & HART LLP

No consent, approval, authorization, order or validation of, or filing, recording, qualification or registration with, any executive, legislative, judicial or regulatory authority pursuant to the Applicable Laws of the State of Wyoming is required to be obtained or made in connection with the Transactions, including the issuance and sale of the Offered Units pursuant to the Underwriting Agreement, except (i) such as have been obtained or made prior to the date hereof, or (ii) such as may be required under State securities or "blue sky" laws (as to which we express no opinion).

Exhibit 3.1

EXECUTION VERSION

FIRST AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

OCI RESOURCES LP

A Delaware Limited Partnership

Dated as of

September 18 , 2013

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FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF OCI RESOURCES LP

THIS FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF OCI RESOURCES LP dated as of September 18, 2013, is entered into by and between OCI Resource Partners LLC, a Delaware limited liability company, as the General Partner, and OCI Wyoming Holding Co., a Delaware corporation, together with any other Persons who become Partners in the Partnership or parties hereto as provided herein. In consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 *Definitions* . The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

" ***Acquisition*** " means any transaction in which any Group Member acquires (through an asset acquisition, stock acquisition, merger or other form of investment) control over all or a portion of the assets, properties or business of another Person for the purpose of increasing, over the long-term, the operating capacity or operating income of the Partnership Group from the operating capacity or operating income of the Partnership Group existing immediately prior to such transaction. For purposes of this definition, "long-term" generally refers to a period of not less than twelve months.

" ***Additional Book Basis*** " means the portion of any remaining Carrying Value of an Adjusted Property that is attributable to positive adjustments made to such Carrying Value as a result of Book-Up Events. For purposes of determining the extent that Carrying Value constitutes Additional Book Basis:

(a) Any negative adjustment made to the Carrying Value of an Adjusted Property as a result of either a Book-Down Event or a Book-Up Event shall first be deemed to offset or decrease that portion of the Carrying Value of such Adjusted Property that is attributable to any prior positive adjustments made thereto pursuant to a Book-Up Event or Book-Down Event; and

(b) If Carrying Value that constitutes Additional Book Basis is reduced as a result of a Book-Down Event and the Carrying Value of other property is increased as a result of such Book-Down Event, an allocable portion of any such increase in Carrying Value shall be treated as Additional Book Basis; provided, that the amount treated as Additional Book Basis pursuant hereto as a result of such Book-Down Event shall not exceed the amount by which the Aggregate Remaining Net Positive Adjustments after such Book-Down Event exceeds the remaining Additional Book Basis attributable to all of the Partnership's Adjusted Property after such Book-Down Event (determined without regard to the application of this clause (b) to such Book-Down Event).

" ***Additional Book Basis Derivative Items*** " means any Book Basis Derivative Items that are computed with reference to Additional Book Basis. To the extent that the Additional Book Basis attributable to all of the Partnership's Adjusted Property as of the beginning of any taxable period exceeds the Aggregate Remaining Net Positive Adjustments as of the beginning of such period (the "Excess Additional Book Basis"), the Additional Book Basis Derivative Items for such period shall be reduced by the amount that bears the same ratio to the amount of Additional Book Basis Derivative Items determined without regard to this sentence as the Excess Additional Book Basis bears to the Additional Book Basis as of the beginning of such period. With respect to a Disposed of Adjusted Property, the Additional Book Basis Derivative Items shall be the amount of Additional Book Basis taken into account in computing gain or loss from the disposition of such Disposed of Adjusted Property.

" ***Adjusted Capital Account*** " means the Capital Account maintained for each Partner as of the end of each taxable period of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions

that, as of the end of such taxable period, are reasonably expected to be allocated to such Partner in subsequent taxable periods under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such taxable period, are reasonably expected to be made to such Partner in subsequent taxable periods in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the taxable period in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(d)(i) or 6.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

" ***Adjusted Operating Surplus*** " means, with respect to any period, (a) Operating Surplus generated with respect to such period less (b) (i) the amount of any net increase in Working Capital Borrowings (or the Partnership's proportionate share of any net increase in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned) with respect to such period and (ii) the amount of any net decrease in cash reserves (or the Partnership's proportionate share of any net decrease in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures with respect to such period not relating to an Operating Expenditure made with respect to such period, and plus (c) (i) the amount of any net decrease in Working Capital Borrowings (or the Partnership's proportionate share of any net decrease in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned) with respect to such period, (ii) the amount of any net decrease made in subsequent periods in cash reserves for Operating Expenditures initially established with respect to such period to the extent such decrease results in a reduction in Adjusted Operating Surplus in subsequent periods pursuant to clause (b)(ii) above and (iii) the amount of any net increase in cash reserves (or the Partnership's proportionate share of any net increase in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures with respect to such period required by any debt instrument for the repayment of principal, interest or premium. Adjusted Operating Surplus does not include that portion of Operating Surplus included in clause (a)(i) of the definition of Operating Surplus.

" ***Adjusted Property*** " means any property the Carrying Value of which has been adjusted pursuant to Section 5.5(d).

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

" ***Aggregate Quantity of IDR Reset Common Units*** " has the meaning given such term in Section 5.11(a).

" ***Aggregate Remaining Net Positive Adjustments*** " means, as of the end of any taxable period, the sum of the Remaining Net Positive Adjustments of all the Partners.

" ***Agreed Allocation*** " means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

" ***Agreed Value*** " of any Contributed Property means the fair market value of such property or other asset at the time of contribution and in the case of an Adjusted Property, the fair market value of such Adjusted Property on the date of the revaluation event as described in Section 5.5(d), in both cases as determined by the General Partner. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

" ***Agreement*** " means this First Amended and Restated Agreement of Limited Partnership of OCI Resources LP, as it may be amended, supplemented or restated from time to time.

" ***Associate*** " means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest, (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity, and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

" ***Available Cash*** " means, with respect to any Quarter ending prior to the Liquidation Date:

(a) the sum of:

(i) all cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand at the end of such Quarter; and

(ii) if the General Partner so determines, all or any portion of additional cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand on the date of determination of Available Cash with respect to such Quarter resulting from Working Capital Borrowings made subsequent to the end of such Quarter; less,

(b) the amount of any cash reserves established by the General Partner (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to:

(i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership Group) subsequent to such Quarter;

(ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject; or

(iii) provide funds for distributions under Section 6.4 or Section 6.5 in respect of any one or more of the next four Quarters;

provided, however, that the General Partner may not establish cash reserves pursuant to subclause (iii) above if the effect of such reserves would be that the Partnership is unable to distribute the Minimum Quarterly Distribution on all Common Units, plus any Cumulative Common Unit Arrearage on all Common Units, with respect to such Quarter; provided further, that disbursements made by a Group Member or cash reserves established, increased or reduced after the end of such Quarter but on or before the date of determination of Available Cash with respect to such Quarter shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash, within such Quarter if the General Partner so determines.

Notwithstanding the foregoing, " ***Available Cash*** " with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

" ***Board of Directors*** " means, with respect to the General Partner, its board of directors or board of managers, if the General Partner is a corporation or limited liability company, or the board of directors or board of managers of the general partner of the General Partner, if the General Partner is a limited partnership, as applicable.

" ***Book Basis Derivative Items*** " means any item of income, deduction, gain or loss that is computed with reference to the Carrying Value of an Adjusted Property (e.g., depreciation, depletion, or gain or loss with respect to an Adjusted Property).

" ***Book-Down Event*** " means an event that triggers a negative adjustment to the Capital Accounts of the Partners pursuant to Section 5.5(d).

" ***Book-Tax Disparity*** " means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.5 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

" ***Book-Up Event"*** means an event that triggers a positive adjustment to the Capital Accounts of the Partners pursuant to Section 5.5 (d).

" ***Business Day*** " means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of Georgia shall not be regarded as a Business Day.

" ***Capital Account*** " means the capital account maintained for a Partner pursuant to Section 5.5. The "Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

" ***Capital Contribution*** " means (a) any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed or deemed contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions) or (b) current distributions that a Partner is entitled to receive but otherwise waives.

" ***Capital Improvement*** " means (a) the construction of new capital assets by a Group Member, (b) the replacement, improvement or expansion of existing capital assets by a Group Member or (c) a capital contribution by a Group Member to a Person that is not a Subsidiary in which a Group Member has, or after such capital contribution will have, directly or indirectly, an equity interest, to fund such Group Member's pro rata share of the cost of the construction of new, or the replacement, improvement or expansion of existing, capital assets by such Person, in each case if and to the extent such construction, replacement, improvement or expansion is made to increase over the long-term, the operating capacity or operating income of the Partnership Group, in the case of clauses (a) and (b), or such Person, in the case of clause (c), from the operating capacity or operating income of the Partnership Group or such Person, as the case may be, existing immediately prior to such construction, replacement, improvement, expansion or capital contribution. For purposes of this definition, "long-term" generally refers to a period of not less than twelve months.

" ***Capital Surplus*** " means Available Cash distributed by the Partnership in excess of Operating Surplus, as described in Section 6.3 (a).

" ***Carrying Value*** " means (a) with respect to a Contributed Property or Adjusted Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such property and (b) with respect to any other Partnership property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination; provided that the Carrying Value of any property shall be adjusted from time to time in accordance with Sections 5.5(d)(i) and 5.5(d)(ii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

" ***Cause*** " means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable to the Partnership or any Limited Partner for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

" ***Certificate*** " means a certificate in such form (including global form if permitted by applicable rules and regulations of the Depository Trust Company and its permitted successors and assigns) as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more classes of Partnership Interests. The initial form of certificate approved by the General Partner for Common Units is attached as Exhibit A to this Agreement.

" ***Certificate of Limited Partnership*** " means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.2, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

" ***Citizenship Eligible Holder*** " means a Limited Partner whose nationality, citizenship or other related status the General Partner determines, upon receipt of an Eligibility Certificate or other requested information, does not or would not create under any federal, state or local law or regulation to which a Group Member is subject, a substantial risk of cancellation or forfeiture of any property, including any governmental permit, endorsement or other authorization, in which a Group Member has an interest.

" ***C laim*** " (as used in Section 7.12(g)) has the meaning given such term in Section 7.12(g).

" ***Closing Date*** " means the first date on which Common Units are sold by the Partnership to the IPO Underwriters pursuant to the provisions of the Underwriting Agreement.

" ***Closing Price*** " for any day, means the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the last closing bid and ask prices on such day, regular way, in either case as reported on the principal National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading or, if such Limited Partner Interests of such class are not listed or admitted to trading on any National Securities Exchange, the average of the high bid and low ask prices on such day in the over-the-counter market, as reported by such other system then in use, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and ask prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

" ***Code*** " means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

" ***Combined Interest*** " has the meaning given such term in Section 11.3(a).

" ***Commences Commercial Service*** " means the date upon which a Capital Improvement is first put into commercial service by a Group Member following completion of construction, replacement, improvement or expansion and testing, as applicable.

" ***Commission*** " means the United States Securities and Exchange Commission.

" ***Common Unit*** " means a Limited Partner Interest having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not include a Subordinated Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

" ***Common Unit Arrearage*** " means, with respect to any Common Unit, whenever issued, as to any Quarter within the Subordination Period, the excess, if any, of (a) the Minimum Quarterly Distribution with respect to a

Common Unit in respect of such Quarter over (b) the sum of all Available Cash distributed with respect to a Common Unit in respect of such Quarter pursuant to Section 6.4(a)(i).

" ***Conflicts Committee*** " means a committee of the Board of Directors composed of two or more directors, each of whom (a) is not an officer or employee of the General Partner, (b) is not an officer, director or employee of any Affiliate of the General Partner (other than Group Members), (c) is not a holder of any ownership interest in the General Partner or its Affiliates or the Partnership Group other than (i) Common Units and (ii) awards that are granted to such director in his capacity as a director under any long-term incentive plan, equity compensation plan or similar plan implemented by the General Partner or the Partnership and (d) is determined by the Board of Directors to be independent under the independence standards for directors who serve on an audit committee of a board of directors established by the Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Common Units are listed or admitted to trading (or if no such National Securities Exchange, the New York Stock Exchange).

" ***Construction Debt*** " means debt incurred to fund (a) all or a portion of a Capital Improvement, (b) interest payments (including periodic net payments under related interest rate swap agreements) and related fees on other Construction Debt or (c) distributions (including incremental Incentive Distributions) on Construction Equity.

" ***Construction Equity*** " means equity issued to fund (a) all or a portion of a Capital Improvement, (b) interest payments (including periodic net payments under related interest rate swap agreements) and related fees on Construction Debt or (c) distributions (including incremental Incentive Distributions) on other Construction Equity. Construction Equity does not include equity issued in the Initial Public Offering.

" ***Construction Period*** " means the period beginning on the date that a Group Member enters into a binding obligation to commence a Capital Improvement and ending on the earlier to occur of the date that such Capital Improvement Commences Commercial Service and the date that the Group Member abandons or disposes of such Capital Improvement.

" ***Contributed Property*** " means each property or other asset, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.5(d), such property or other asset shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

" ***Contribution Agreement*** " means that certain Contribution, Assignment and Assumption Agreement, dated as of September 18, 2013, among the Partnership, the General Partner, OCI Holdings, OCI Chemical and OCI Wyoming Co., together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

" ***Cumulative Common Unit Arrearage*** " means, with respect to any Common Unit, whenever issued, and as of the end of any Quarter, the excess, if any, of (a) the sum of the Common Unit Arrearages as to an Initial Common Unit for each of the Quarters within the Subordination Period ending on or before the last day of such Quarter over (b) the sum of any distributions theretofore made pursuant to Section 6.4(a)(ii) and the second sentence of Section 6.5 with respect to an Initial Common Unit (including any distributions to be made in respect of the last of such Quarters).

" ***Curative Allocation*** " means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xi).

" ***Current Market Price*** " as of any date of any class of Limited Partner Interests, means the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

" ***Deferred Issuance and Distribution*** " means (a) the issuance by the Partnership of a number of additional Common Units that is equal to the excess, if any, of (x) 750,000, over (y) the aggregate number, if any, of Common

Units actually purchased by and issued to the IPO Underwriters pursuant to the Over-Allotment Option on the Option Closing Date(s), (b) distribution(s) of cash, pursuant to the Contribution Agreement, in an amount equal to the total amount of cash contributed by the IPO Underwriters to the Partnership on or in connection with any Option Closing Date with respect to Common Units issued by the Partnership upon the applicable exercise of the Over-Allotment Option in accordance with Section 5.3(b), if any, and (c) the issuance by the Partnership to the General Partner of 15,306 General Partner Units.

" ***Delaware Act*** " means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

" ***Departing General Partner*** " means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 11.1 or Section 11.2.

" ***Derivative Partnership Interests*** " means any options, rights, warrants, appreciation rights, tracking, profit and phantom interests and other derivative securities relating to, convertible into or exchangeable for Partnership Interests.

" ***Disposed of Adjusted Property*** " has the meaning given such term in Section 6.1(d)(xii)(B).

" ***Economic Risk of Loss*** " has the meaning set forth in Treasury Regulation Section 1.752-2(a).

" ***Eligibility Certificate*** " means a certificate the General Partner may request a Limited Partner to execute as to such Limited Partner's (or such Limited Partner's beneficial owners') federal income tax status or nationality, citizenship or other related status for the purpose of determining whether such Limited Partner is an Ineligible Holder.

" ***Estimated Incremental Quarterly Tax Amount*** " has the meaning assigned to such term in Section 6.9.

" ***Event of Withdrawal*** " has the meaning given such term in Section 11.1(a).

" ***Excess Additional Book Basis*** " has the meaning given such term in the definition of "Additional Book Basis Derivative Items."

" ***Excess Distribution*** " has the meaning given such term in Section 6.1(d)(iii)(A).

" ***Excess Distribution Unit*** " has the meaning given such term in Section 6.1(d)(iii)(A).

" ***Exchange Act*** " means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time, and any successor to such statute.

" ***Expansion Capital Expenditures*** " means cash expenditures for Acquisitions or Capital Improvements. Expansion Capital Expenditures shall include interest (including periodic net payments under related interest rate swap agreements) and related fees paid during the Construction Period on Construction Debt. Where cash expenditures are made in part for Expansion Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each.

" ***Final Subordinated Units*** " has the meaning given such term in Section 6.1(d)(x)(A).

" ***First Liquidation Target Amount*** " has the meaning given such term in Section 6.1(c)(i)(D).

" ***First Target Distribution*** " means $0.5750 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on December 31, 2013, it means the product of $0.5750 multiplied by a fraction of which the numerator is the number of days in such period, and of which the denominator is 92), subject to adjustment in accordance with Sections 5.11, 6.6 and 6.9.

" ***Fully Diluted Weighted Average Basis*** " means, when calculating the number of Outstanding Units for any period, a basis that includes (a) the weighted average number of Outstanding Units during such period plus (b) all Partnership Interests and Derivative Partnership Interests (i) that are convertible into or exercisable or exchangeable for Units or for which Units are issuable, in each case that are senior to or pari passu with the Subordinated Units, (ii) whose conversion, exercise or exchange price, if any, is less than the Current Market Price on the date of such calculation, (iii) that may be converted into or exercised or exchanged for such Units prior to or during the Quarter immediately following the end of the period for which the calculation is being made without the satisfaction of any contingency beyond the control of the holder other than the payment of consideration and the compliance with administrative mechanics applicable to such conversion, exercise or exchange and (iv) that were not converted into or exercised or exchanged for such Units during the period for which the calculation is being made; provided, however, that for purposes of determining the number of Outstanding Units on a Fully Diluted Weighted Average Basis when calculating whether the Subordination Period has ended or Subordinated Units are entitled to convert into Common Units pursuant to Section 5.7, such Partnership Interests and Derivative Partnership Interests shall be deemed to have been Outstanding Units only for the four Quarters that comprise the last four Quarters of the measurement period; provided, further, that if consideration will be paid to any Group Member in connection with such conversion, exercise or exchange, the number of Units to be included in such calculation shall be that number equal to the difference between (x) the number of Units issuable upon such conversion, exercise or exchange and (y) the number of Units that such consideration would purchase at the Current Market Price.

" ***General Partner*** " means OCI Resource Partners LLC, a Delaware limited liability company, and its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in its capacity as general partner of the Partnership (except as the context otherwise requires).

" ***General Partner Interest*** " means the ownership interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), which is evidenced by General Partner Units, and includes any and all rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement.

" ***General Partner Unit*** " means a fractional part of the General Partner Interest having the rights and obligations specified with respect to the General Partner Interest. A General Partner Unit is not a "Unit."

" ***Gross Liability Value*** " means, with respect to any Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm's-length transaction.

" ***Group*** " means two or more Persons that, with or through any of their respective Affiliates or Associates, have any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power over or disposing of any Partnership Interests with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

" ***Group Member*** " means a member of the Partnership Group.

" ***Group Member Agreement*** " means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, in each case, as such may be amended, supplemented or restated from time to time.

" ***Hedge Contract*** " means any exchange, swap, forward, cap, floor, collar, option or other similar agreement or arrangement entered into for the purpose of reducing the exposure of a Group Member to fluctuations in interest

rates, the price of hydrocarbons, basis differentials or currency exchange rates in their operations or financing activities and not for speculative purposes.

" ***Holder*** " means any of the following:

(a) the General Partner who is the Record Holder of Registrable Securities;

(b) any Affiliate of the General Partner who is the Record Holder of Registrable Securities (other than natural persons who are Affiliates of the General Partner by virtue of being officers, directors or employees of the General Partner or any of its Affiliates);

(c) any Person that has been the General Partner within the prior two years and who is the Record Holder of Registrable Securities;

(d) any Person that has been an Affiliate of the General Partner within the prior two years and who is the Record Holder of Registrable Securities (other than natural persons who were Affiliates of the General Partner by virtue of being officers, directors or employees of the General Partner or any of its Affiliates); and

(e) a transferee and current Record Holder of Registrable Securities to whom the transferor of such Registrable Securities, who was a Holder at the time of such transfer, assigns its rights and obligations under this Agreement; provided such transferee agrees in writing to be bound by the terms of this Agreement and provides its name and address to the Partnership promptly upon such transfer.

" ***IDR Reset Common Units*** " has the meaning given such term in Section 5.11(a).

" ***IDR Reset Election*** " has the meaning given such term in Section 5.11(a).

" ***Incentive Distribution Right*** " means a Limited Partner Interest having the rights and obligations specified with respect to Incentive Distribution Rights in this Agreement.

" ***Incentive Distributions*** " means any amount of cash distributed to the holders of the Incentive Distribution Rights pursuant to Sections 6.4(a)(v), (vi) and (vii) and 6.4(b)(iii), (iv) and (v).

" ***Incremental Income Taxes*** " has the meaning given such term in Section 6.9.

" ***Indemnified Persons*** " has the meaning given such term in Section 7.12(g).

" ***Indemnitee*** " means (a) the General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner or any Departing General Partner, (d) any Person who is or was a manager, managing member, general partner, director, officer, fiduciary or trustee of (i) any Group Member, the General Partner or any Departing General Partner or (ii) any Affiliate of any Group Member, the General Partner or any Departing General Partner, (e) any Person who is or was serving at the request of the General Partner or any Departing General Partner or any Affiliate of the General Partner or any Departing General Partner as a manager, managing member, general partner, director, officer, fiduciary or trustee of another Person owing a fiduciary duty to any Group Member; provided that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (f) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement because such Person's status, service or relationship exposes such Person to potential claims, demands, suits or proceedings relating to the Partnership Group's business and affairs.

" ***Ineligible Holder*** " means a Limited Partner who is not a Citizenship Eligible Holder.

" ***Initial Common Units*** " means the Common Units sold in the Initial Public Offering.

" ***Initial Limited Partners*** " means the Organizational Limited Partner, OCI Holdings (with respect to the Common Units and Subordinated Units received by it pursuant to Section 5.2(a)), the General Partner (with respect to the Incentive Distribution Rights received by it pursuant to Section 5.2) and the IPO Underwriters upon the issuance by the Partnership of Common Units as described in Section 5.3 in connection with the Initial Public Offering.

" ***Initial Public Offering*** " means the initial offering and sale of Common Units to the public (including the offer and sale of Common Units pursuant to the Over-Allotment Option), as described in the IPO Registration Statement.

" ***Initial Unit Price*** " means (a) with respect to the Common Units and the Subordinated Units, the initial public offering price per Common Unit at which the Common Units were first offered to the public for sale as set forth on the cover page of the IPO Prospectus or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units.

" ***Interim Capital Transactions*** " means the following transactions if they occur prior to the Liquidation Date: (a) borrowings, refinancings or refundings of indebtedness (other than Working Capital Borrowings and other than for items purchased on open account or for a deferred purchase price in the ordinary course of business) by any Group Member and sales of debt securities of any Group Member; (b) issuances of equity interests of any Group Member (including the Common Units sold to the IPO Underwriters in the Initial Public Offering) to anyone other than a member of the Partnership Group; (c) sales or other voluntary or involuntary dispositions of any assets of any Group Member other than (i) sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business and (ii) sales or other dispositions of assets as part of normal retirements or replacements; and (d) capital contributions received by a Group Member.

" ***Investment Capital Expenditures*** " means capital expenditures that are neither Expansion Capital Expenditures nor Maintenance Capital Expenditures.

" ***IPO Prospectus*** " means the final prospectus relating to the Initial Public Offering dated September 13, 2013 and filed by the Partnership with the Commission pursuant to Rule 424 on September 16, 2013.

" ***IPO Registration Statement*** " means the Registration Statement on Form S-1 (File No. 333-189838) as it has been or as it may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Public Offering.

" ***IPO Underwriter*** " means each Person named as an underwriter in Schedule I to the Underwriting Agreement who purchases Common Units pursuant thereto.

" ***Liability*** " means any liability or obligation of any nature, whether accrued, contingent or otherwise.

" ***Limited Partner*** " means, unless the context otherwise requires, each Initial Limited Partner, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person's capacity as a limited partner of the Partnership.

" ***Limited Partner Interest*** " means an ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Incentive Distribution Rights or other Partnership Interests or a combination thereof (but excluding Derivative Partnership Interests), and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner pursuant to the terms and provisions of this Agreement.

" ***Liquidation Date*** " means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (d) of the third sentence of Section 12.1, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

" ***Liquidator*** " means one or more Persons selected pursuant to Section 12.3 to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

" ***Maintenance Capital Expenditures*** " means cash expenditures (including expenditures for the construction of new capital assets or the replacement, improvement or expansion of existing capital assets) by a Group Member made to maintain, over the long-term, the operating capacity or operating income of the Partnership Group. For purposes of this definition, "long-term" generally refers to a period of not less than twelve months.

" ***Merger Agreement*** " has the meaning given such term in Section 14.1.

" ***Minimum Quarterly Distribution*** " means $0.5000 per Unit per Quarter (or with respect to the period commencing on the Closing Date and ending on December 31, 2013, it means the product of $0.5000 multiplied by a fraction of which the numerator is the number of days in such period and of which the denominator is 92), subject to adjustment in accordance with Sections 5.11, 6.6 and 6.9.

" ***National Securities Exchange*** " means an exchange registered with the Commission under Section 6(a) of the Exchange Act (or any successor to such Section).

" ***Net Agreed Value*** " means, (a) in the case of any Contributed Property, the Agreed Value of such property or other asset reduced by any Liabilities either assumed by the Partnership upon such contribution or to which such property or other asset is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.5(d)(ii)) at the time such property is distributed, reduced by any Liabilities either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution, in either case as determined and required by the Treasury Regulations promulgated under Section 704(b) of the Code.

" ***Net Income*** " means, for any taxable period, the excess, if any, of the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d); provided, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

" ***Net Loss*** " means, for any taxable period, the excess, if any, of the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d); provided, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

" ***Net Positive Adjustments*** " means, with respect to any Partner, the excess, if any, of the total positive adjustments over the total negative adjustments made to the Capital Account of such Partner pursuant to Book-Up Events and Book-Down Events.

" ***Net Termination Gain*** " means, for any taxable period, the sum, if positive, of all items of income, gain, loss or deduction (determined in accordance with Section 5.5(b)) that are (a) recognized by the Partnership (i) after the Liquidation Date or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group), or (b) deemed recognized by the Partnership pursuant to Section 5.5(d); provided, however, the items included in the determination of Net Termination Gain shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

" ***Net Termination Loss*** " means, for any taxable period, the sum, if negative, of all items of income, gain, loss or deduction (determined in accordance with Section 5.5(b)) that are (a) recognized by the Partnership (i) after the Liquidation Date or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group), or (b) deemed recognized by the Partnership pursuant to Section 5.5(b); provided, however, the items included in the determination of Net Termination Loss shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

" ***Nonrecourse Built-in Gain*** " means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

" ***Nonrecourse Deductions*** " means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

" ***Nonrecourse Liability*** " has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

" ***Notice*** " means a written request from a Holder pursuant to Section 7.12 which shall (i) specify the Registrable Securities intended to be registered, offered and sold by such Holder, (ii) describe the nature or method of the proposed offer and sale of Registrable Securities, and (iii) contain the undertaking of such Holder to provide all such information and materials and take all action as may be required or appropriate in order to permit the Partnership to comply with all applicable requirements and obligations in connection with the registration and disposition of such Registrable Securities pursuant to Section 7.12.

" ***Notice of Election to Purchase*** " has the meaning given such term in Section 15.1(b).

" ***OCI Chemical*** " means OCI Chemical Corporation, a Delaware corporation.

" ***OCI Enterprises*** " means OCI Enterprises, Inc., a Delaware corporation.

" ***OCI Holdings*** " means OCI Wyoming Holding Co., a Delaware corporation.

" ***Omnibus Agreement*** " means that certain Omnibus Agreement, dated as of September 18, 2013, among OCI Enterprises, the General Partner and the Partnership, as such agreement may be amended, supplemented or restated from time to time.

" ***Operating Company*** " means OCI Wyoming, L.P., a Delaware limited partnership, and any successors thereto.

" ***Operating Expenditures*** " means all Partnership Group cash expenditures (or the Partnership's proportionate share of expenditures in the case of Subsidiaries that are not wholly owned), including taxes, compensation of employees, officers and directors of the General Partner, reimbursement of expenses of the General Partner and its Affiliates, debt service payments, repayment of Working Capital Borrowings, and payments made in the ordinary course of business under any Hedge Contracts, subject to the following:

(a) repayments of Working Capital Borrowings deducted from Operating Surplus pursuant to clause (b)(iii) of the definition of "Operating Surplus" shall not constitute Operating Expenditures when actually repaid;

(b) payments (including prepayments and prepayment penalties) of principal of and premium on indebtedness other than Working Capital Borrowings shall not constitute Operating Expenditures;

(c) Operating Expenditures shall not include (i) Expansion Capital Expenditures or Investment Capital Expenditures, (ii) payment of transaction expenses (including taxes) relating to Interim Capital Transactions, (iii) distributions to Partners, or (iv) repurchases of Partnership Interests, other than repurchases of Partnership Interests by the Partnership to satisfy obligations under employee benefit plans or reimbursement of expenses of the General Partner for purchases of Partnership Interests by the General Partner to satisfy obligations under employee benefit plans; and

(d) (i) amounts paid in connection with the initial purchase of a Hedge Contract shall be amortized over the life of such Hedge Contract and (ii) payments made in connection with the termination of any Hedge Contract prior to the expiration of its scheduled settlement or termination date shall be included in equal quarterly installments over the remaining scheduled life of such Hedge Contract.

" ***Operating Surplus*** " means, with respect to any period ending prior to the Liquidation Date, on a cumulative basis and without duplication,

(a) the sum of (i) $20.0 million, (ii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) for the period beginning on the Closing Date and ending on the last day of such period, but excluding cash receipts from Interim Capital Transactions and the termination of Hedge Contracts (provided that cash receipts from the termination of a Hedge Contract prior to its scheduled settlement or termination date shall be included in Operating Surplus in equal quarterly installments over the remaining scheduled life of such Hedge Contract), (iii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) after the end of such period but on or before the date of determination of Operating Surplus with respect to such period resulting from Working Capital Borrowings and (iv) the amount of cash distributions from Operating Surplus paid during the Construction Period (including incremental Incentive Distributions) on Construction Equity, less

(b) the sum of (i) Operating Expenditures for the period beginning on the Closing Date and ending on the last day of such period, (ii) the amount of cash reserves (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) established by the General Partner to provide funds for future Operating Expenditures, (iii) all Working Capital Borrowings not repaid within twelve months after having been incurred, or repaid within such 12-month period with the proceeds of additional Working Capital Borrowings, and (iv) any cash loss realized on disposition of an Investment Capital Expenditure; provided, however, that disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member) or cash reserves established, increased or reduced after the end of such period but on or before the date of determination of Available Cash with respect to such period shall be deemed to have been made, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

Notwithstanding the foregoing, "Operating Surplus" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero. Cash receipts from an Investment Capital Expenditure shall be treated as cash receipts only to the extent they are a return on principal, but return of principal shall not be treated as cash receipts.

" ***Opinion of Counsel*** " means a written opinion of counsel (who may be regular counsel to, or the general counsel or other inside counsel of, the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner or to such other person selecting such counsel or obtaining such opinion.

" ***Option Closing Date*** " means the date or dates on which any Common Units are sold by the Partnership to the IPO Underwriters upon exercise of the Over-Allotment Option.

" ***Organizational Limited Partner*** " means OCI Holdings in its capacity as the organizational limited partner of the Partnership pursuant to this Agreement.

" ***Outstanding*** " means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; provided, however, that if at any time any Person or Group (other than the General Partner or its Affiliates) beneficially owns 20% or more of the Outstanding Partnership Interests of any class then Outstanding, all Partnership Interests owned by or for the benefit of such Person or Group shall not be entitled to be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Partnership Interests so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Partnership Interests shall not, however, be treated as a separate class of Partnership Interests for purposes of this Agreement or the Delaware Act); provided, further, that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly from the General Partner or its Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) provided that, upon or prior to such acquisition, the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, or (iii) any Person or Group who acquired 20% or more of any Partnership Interests issued by the Partnership with the prior approval of the Board of Directors.

" ***Over-Allotment Option*** " means the over-allotment option granted to the IPO Underwriters by the Partnership pursuant to the Underwriting Agreement.

" ***Partner Nonrecourse Debt*** " has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

" ***Partner Nonrecourse Debt Minimum Gain*** " has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

" ***Partner Nonrecourse Deductions*** " means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

" ***Partners*** " means the General Partner and the Limited Partners.

" ***Partnership*** " means OCI Resources LP, a Delaware limited partnership.

" ***Partnership Group*** " means, collectively, the Partnership and its Subsidiaries.

" ***Partnership Interest*** " means any ownership interest, including any class or series of equity interest in the Partnership which shall include any Limited Partner Interests and the General Partner Interest but shall exclude any Derivative Partnership Interests.

" ***Partnership Minimum Gain*** " means that amount determined in accordance with the principles of Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

" ***Per Unit Capital Amount*** " means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any Unit held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

" ***Percentage Interest*** " means as of any date of determination (a) as to the General Partner with respect to General Partner Units and as to any Unitholder with respect to Units, as the case may be, the product obtained by multiplying (i) 100% less the percentage applicable to clause (b) below by (ii) the quotient obtained by dividing (A) the number of General Partner Units held by the General Partner or the number of Units held by such Unitholder, as the case may be, by (B) the total number of Outstanding Units and General Partner Units, and (b) as to the holders of other Partnership Interests issued by the Partnership in accordance with Section 5.6, the percentage established as a part of such issuance. The Percentage Interest with respect to an Incentive Distribution Right shall at all times be zero.

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

" ***Plan of Conversion*** " has the meaning given such term in Section 14.1.

" ***Pro Rata*** " means (a) when used with respect to Units or any class thereof, apportioned among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners or Record Holders, apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests, (c) when used with respect to holders of Incentive Distribution Rights, apportioned among all holders of Incentive Distribution Rights in accordance with the relative number or percentage of Incentive Distribution Rights held by each such holder, and (d) when used with respect to Holders who have requested to include Registrable Securities in a Registration Statement pursuant to Section 7.12(a) or 7.12(b), apportioned among all such Holders in accordance with the relative number of Registrable Securities held by each such holder and included in the Notice relating to such request.

" ***Purchase Date*** " means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

" ***Quarter*** " means, unless the context requires otherwise, a fiscal quarter of the Partnership, or, with respect to the fiscal quarter of the Partnership which includes the Closing Date, the portion of such fiscal quarter after the Closing Date.

" ***Recapture Income*** " means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

" ***Record Date*** " means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to receive notice of, or entitled to exercise rights in respect of, any lawful action of Limited Partners (including voting) or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

" ***Record Holder*** " means (a) with respect to any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such class is registered on the books of the Transfer Agent as of the Partnership's close of business on a particular Business Day or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered on the books that the General Partner has caused to be kept as of the Partnership's close of business on a particular Business Day.

" ***Registrable Security*** " means any Partnership Interest other than the General Partner Interest and General Partner Units; provided any Registrable Security shall cease to be a Registrable Security (a) at the time a Registration Statement covering such Registrable Security is declared effective by the Commission or otherwise becomes effective under the Securities Act, and such Registrable Security may be sold or disposed of pursuant to such Registration Statement; (b) at the time such Registrable Security has been disposed of pursuant to Rule 144 (or any successor or similar rule or regulation under the Securities Act); (c) when such Registrable Security is held by a

Group Member; and (d) at the time such Registrable Security has been sold in a private transaction in which the transferor's rights under Section 7.12 of this Agreement have not been assigned to the transferee of such securities.

" ***Registration Statement*** " has the meaning given such term in Section 7.12(a) of this Agreement.

" ***Redeemable Interests*** " means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.10.

" ***Remaining Net Positive Adjustments*** " means, as of the end of any taxable period, (i) with respect to the Unitholders holding Common Units or Subordinated Units, the excess of (a) the Net Positive Adjustments of the Unitholders holding Common Units or Subordinated Units as of the end of such period over (b) the sum of those Partners' Share of Additional Book Basis Derivative Items for each prior taxable period, (ii) with respect to the General Partner (as holder of the General Partner Units), the excess of (a) the Net Positive Adjustments of the General Partner as of the end of such period over (b) the sum of the General Partner's Share of Additional Book Basis Derivative Items with respect to the General Partner Units for each prior taxable period, and (iii) with respect to the holders of Incentive Distribution Rights, the excess of (a) the Net Positive Adjustments of the holders of Incentive Distribution Rights as of the end of such period over (b) the sum of the Share of Additional Book Basis Derivative Items of the holders of the Incentive Distribution Rights for each prior taxable period.

" ***Required Allocations*** " means any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1 (d)(ii), Section 6.1(d)(iv), Section 6.1(d)(v), Section 6.1(d)(vi), Section 6.1(d)(vii) or Section 6.1(d)(ix).

" ***Reset MQD*** " has the meaning given such term in Section 5.11(e).

" ***Reset Notice*** " has the meaning given such term in Section 5.11(b).

" ***Retained Converted Subordinated Unit*** " has the meaning given such term in Section 5.5(c)(ii).

" ***Second Liquidation Target Amount*** " has the meaning given such term in Section 6.1(c)(i)(E).

" ***Second Target Distribution*** " means $0.6250 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on December 31, 2013, it means the product of $0.6250 multiplied by a fraction of which the numerator is equal to the number of days in such period and of which the denominator is 92), subject to adjustment in accordance with Section 5.11, Section 6.6 and Section 6.9.

" ***Securities Act*** " means the Securities Act of 1933, as amended, supplemented or restated from time to time, and any successor to such statute.

" ***Selling Holder*** " means a Holder who is selling Registrable Securities pursuant to the procedures in Section 7.12 of this Agreement.

" ***Share of Additional Book Basis Derivative Items"*** means in connection with any allocation of Additional Book Basis Derivative Items for any taxable period, (i) with respect to the Unitholders holding Common Units or Subordinated Units, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Unitholders' Remaining Net Positive Adjustments as of the end of such taxable period bear to the Aggregate Remaining Net Positive Adjustments as of that time, (ii) with respect to the General Partner (as holder of the General Partner Units), the amount that bears the same ratio to such Additional Book Basis Derivative Items as the General Partner's Remaining Net Positive Adjustments as of the end of such taxable period bear to the Aggregate Remaining Net Positive Adjustment as of that time, and (iii) with respect to the Partners holding Incentive Distribution Rights, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Remaining Net Positive Adjustments of the Partners holding the Incentive Distribution Rights as of the end of such taxable period bear to the Aggregate Remaining Net Positive Adjustments as of that time.

" ***Special Approval*** " means approval by a majority of the members of the Conflicts Committee acting in good faith.

" ***Subordinated Unit*** " means a Limited Partner Interest having the rights and obligations specified with respect to Subordinated Units in this Agreement. The term "Subordinated Unit" does not include a Common Unit. A Subordinated Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs.

" ***Subordination Period*** " means the period commencing on the Closing Date and expiring on the first Business Day following the distribution of Available Cash to Partners pursuant to Section 6.3(a) in respect of any Quarter beginning with the Quarter ending September 30, 2016 in respect of which (i) (A) distributions of Available Cash from Operating Surplus on each of the Outstanding Common Units, Subordinated Units and General Partner Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case with respect to each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all Outstanding Common Units, Subordinated Units and General Partner Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case in respect of such periods and (B) the Adjusted Operating Surplus for each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all of the Common Units, Subordinated Units and General Partner Units and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such periods on a Fully Diluted Weighted Average Basis, and (ii) there are no Cumulative Common Unit Arrearages.

" ***Subsidiary*** " means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

" ***Surviving Business Entity*** " has the meaning given such term in Section 14.2(b).

" ***Target Distributions*** " means, collectively, the First Target Distribution, Second Target Distribution and Third Target Distribution.

" ***Third Target Distribution*** " means $0.7500 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on December 31, 2013, it means the product of $0.7500 multiplied by a fraction of which the numerator is equal to the number of days in such period and of which the denominator is 92), subject to adjustment in accordance with Sections 5.11, 6.6 and 6.9.

" ***Trading Day*** " means a day on which the principal National Securities Exchange on which the referenced Partnership Interests of any class are listed or admitted for trading is open for the transaction of business or, if such Partnership Interests are not listed or admitted for trading on any National Securities Exchange, a day on which banking institutions in New York City are not legally required to be closed.

" ***Transaction Documents*** " has the meaning given such term in Section 7.1(b).

" ***transfer*** " has the meaning given such term in Section 4.4(a).

" ***Transfer Agent*** " means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the General Partner to act as registrar and transfer agent for any class of Partnership Interests in accordance with the Exchange Act and the rules of the National Securities Exchange on which such Partnership Interests are listed (if any); provided that, if no such Person is appointed as registrar and transfer agent for any class of Partnership Interests, the General Partner shall act as registrar and transfer agent for such class of Partnership Interests.

"Treasury Regulation" means the United States Treasury regulations promulgated under the Code.

" ***Underwriting Agreement*** " means that certain Underwriting Agreement dated as of September 12, 2013 among the IPO Underwriters, OCI Enterprises, OCI Chemical, OCI Wyoming Holding Co., OCI Wyoming Co., the Partnership, the General Partner and the Operating Company providing for the purchase of Common Units by the IPO Underwriters.

" ***Underwritten Offering*** " means (a) an offering pursuant to a Registration Statement in which Partnership Interests are sold to an underwriter on a firm commitment basis for reoffering to the public (other than the Initial Public Offering), (b) an offering of Partnership Interests pursuant to a Registration Statement that is a "bought deal" with one or more investment banks, and (c) an "at-the-market" offering pursuant to a Registration Statement in which Partnership Interests are sold to the public through one or more investment banks or managers on a best efforts basis.

" ***Unit*** " means a Partnership Interest that is designated by the General Partner as a "Unit" and shall include Common Units and Subordinated Units but shall not include (i) General Partner Units (or the General Partner Interest represented thereby) or (ii) Incentive Distribution Rights.

" ***Unit Majority*** " means (i) during the Subordination Period, at least a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates), voting as a class, and at least a majority of the Outstanding Subordinated Units, voting as a class, and (ii) after the end of the Subordination Period, at least a majority of the Outstanding Common Units.

" ***Unitholders*** " means the Record Holders of Units.

" ***Unpaid MQD*** " has the meaning given such term in Section 6.1(c)(i)(B).

" ***Unrealized Gain*** " attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.5(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date).

" ***Unrealized Loss*** " attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.5(d)).

" ***Unrecovered Initial Unit Price*** " means at any time, with respect to a Unit, the Initial Unit Price less the sum of all distributions constituting Capital Surplus theretofore made in respect of an Initial Common Unit and any distributions of cash (or the Net Agreed Value of any distributions in kind) in connection with the dissolution and liquidation of the Partnership theretofore made in respect of an Initial Common Unit, adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of such Units.

" ***Unrestricted Person*** " means (a) each Indemnitee, (b) each Partner, (c) each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, a General Partner or any Departing General Partner or any Affiliate of any Group Member, a General Partner or any Departing General Partner and (d)

any Person the General Partner designates as an "Unrestricted Person" for purposes of this Agreement from time to time.

" ***U.S. GAAP*** " means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

" ***Withdrawal Opinion of Counsel*** " has the meaning given such term in Section 11.1(b).

" ***Working Capital Borrowings*** " means borrowings incurred pursuant to a credit facility, commercial paper facility or similar financing arrangement that are used solely for working capital purposes or to pay distributions to the Partners; provided that when such borrowings are incurred it is the intent of the borrower to repay such borrowings within 12 months from the date of such borrowings other than from additional Working Capital Borrowings.

Section 1.2 *Construction* . Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. Any construction or interpretation of this Agreement by the General Partner and any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Record Holders, each other Person or Group who acquires an interest in a Partnership Interest and all other Persons for all purposes.

ARTICLE II

ORGANIZATION

Section 2.1 *Formation* . The General Partner and the Organizational Limited Partner have previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act and hereby amend and restate the original Agreement of Limited Partnership of OCI Resources LP in its entirety. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties, liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 *Name* . The name of the Partnership shall be "OCI Resources LP". Subject to applicable law, the Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the regular communication to the Limited Partners immediately following such change.

Section 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware shall be The Corporation Trust Company* . The principal office of the Partnership shall be located at Five Concourse Parkway, Suite 2500, Atlanta, Georgia 30328, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be Five

Concourse Parkway, Suite 2500, Atlanta, Georgia 30328, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 *Purpose and Business* . The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member; provided, however, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve the conduct by the Partnership of any business and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity and the General Partner in determining whether to propose or approve the conduct by the Partnership of any business shall be permitted to do so in its sole and absolute discretion.

Section 2.5 *Powers* . The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Term* . The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue in existence until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.7 *Title to Partnership Assets* . Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees of the General Partner or its Affiliates, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership asset for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees of the General Partner or its Affiliates shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; provided, however, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership's designated Affiliates as soon as reasonably practicable; provided, further, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to any successor General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III

RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability* . The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business* . No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. No action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall be deemed to be participating in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) nor shall any such action affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3.3 *Rights of Limited Partners.*

(a) Each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand, and at such Limited Partner's own expense:

(i) to obtain from the General Partner either (A) the Partnership's most recent filings with the Commission on Form 10-K and any subsequent filings on Form 10-Q or 8-K, or (B) if the Partnership is no longer subject to the reporting requirements of the Exchange Act, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act (provided that the foregoing materials shall be deemed to be available to a Limited Partner in satisfaction of the requirements of this Section 3.3(a)(i) if posted on or accessible through the Partnership's or the Commission's website);

(ii) to obtain a current list of the name and last known business, residence or mailing address of each Partner; and

(iii) to obtain a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto.

(b) The rights to information granted to the Limited Partners pursuant to Section 3.3(a) replace in their entirety any rights to information provided for in Section 17-305(a) of the Delaware Act and each of the Partners and each other Person or Group who acquires Partnership Interests hereby agrees to the fullest extent permitted by law that they do not have any rights as Partners to receive any information either pursuant to Sections 17-305(a) of the Delaware Act or otherwise except for the information identified in Section 3.3(a).

(c) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner in good faith believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.3).

(d) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Act, each of the Record Holders, each other Person or Group who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending litigation against the Partnership or any Indemnitee relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person or Group.

ARTICLE IV

CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates* . Record Holders of Partnership Interests and, where appropriate, Derivative Partnership Interests, shall be recorded in the transfer records of the Partnership and ownership of such interests shall be evidenced by a physical certificate or book entry notation in the transfer records of the Partnership. Notwithstanding anything to the contrary in this Agreement, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by physical certificates. Certificates, if any, shall be executed on behalf of the Partnership by the Chief Executive Officer, President, Chief Financial Officer or any Vice President and the Secretary, any Assistant Secretary, or other authorized officer of the General Partner, and shall bear the legend set forth in Section 4.8(e). The signatures of such officers upon a certificate may be facsimiles. In case any officer who has signed or whose signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Partnership with the same effect as if he were such officer at the date of its issuance. If a Transfer Agent has been appointed for a class of Partnership Interests, no Certificate for such class of Partnership Interests shall be valid for any purpose until it has been countersigned by the Transfer Agent; provided, however, that, if the General Partner elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership. Subject to the requirements of Section 6.7(b) and Section 6.7(c), if Common Units are evidenced by Certificates, on or after the date on which Subordinated Units are converted into Common Units pursuant to the terms of Section 5.7, the Record Holders of such Subordinated Units (i) if the Subordinated Units are evidenced by Certificates, may exchange such Certificates for Certificates evidencing the Common Units into which such Record Holder's Subordinated Units converted, or (ii) if the Subordinated Units are not evidenced by Certificates, shall be issued Certificates evidencing the Common Units into which such Record Holders' Subordinated Units converted. With respect to any Partnership Interests that are represented by physical certificates, the General Partner may determine that such Partnership Interests will no longer be represented by physical certificates and may, upon written notice to the holders of such Partnership Interests and subject to applicable law, take whatever actions it deems necessary or appropriate to cause such Partnership Interests to be registered in book entry or global form and may cause such physical certificates to be cancelled or deemed cancelled.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates* .

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued, if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner or the Transfer Agent.

If a Limited Partner fails to notify the General Partner within a reasonable period of time after such Limited Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, to the fullest extent permitted by law, the Limited Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders.* The names and addresses of Unitholders as they appear on the books of the Transfer Agent or General Partner, as applicable, shall be the official list of Record Holders of the Partnership Interests for all purposes. The Partnership and the General Partner shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person or Group, regardless of whether the Partnership or the General Partner shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person or Group in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Person on the other, such representative Person shall be the Limited Partner with respect to such Partnership Interest upon becoming the Record Holder in accordance with Section 10.1(b) and have the rights and obligations of a Partner hereunder as, and to the extent, provided herein, including Section 10.1(c).

Section 4.4 *Transfer Generally.*

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall mean a transaction (i) by which the General Partner assigns all or any part of its General Partner Interest (represented by General Partner Units) to another Person who is and becomes the General Partner as a result thereof, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest assigns all or any part of such Limited Partner Interest to another Person who is or becomes a Limited Partner as a result thereof, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be, to the fullest extent permitted by law, null and void, and the Partnership shall have no obligation to effect any such transfer or purported transfer.

(c) Nothing contained in this Agreement shall be construed to prevent or limit a disposition by any stockholder, member, partner or other owner of the General Partner or any Limited Partner of any or all of such Person's shares of stock, membership interests, partnership interests or other ownership interests in the General Partner or such Limited Partner and the term "transfer" shall not include any such disposition.

(d) Notwithstanding anything to the contrary herein, OCI Holdings and/or OCI Resource Partners LLC (and their respective successors and assignees) may transfer, pledge, grant a security interest in, encumber and/or hypothecate any Limited Partner Interests (and such Limited Partner Interests may be transferred to, and/or acquired by, any Person in connection with the foreclosure or exercise of remedies in connection with

such pledge, security interest, encumbrance and/or hypothecation), in each case without being subject to any restrictions or limitations herein.

Section 4.5 *Registration and Transfer of Limited Partner Interests.*

(a) The General Partner shall keep or cause to be kept by the Transfer Agent on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests.

(b) The General Partner shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are duly endorsed and surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; provided, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions of this Section 4.5(b), the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests for which a Transfer Agent has been appointed, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered. Upon the proper surrender of a Certificate, such transfer shall be recorded upon the Partnership's register or in the Transfer Agent's books.

(c) Upon the receipt of proper transfer instructions from the Record Holder of uncertificated Partnership Interests, such transfer shall be recorded upon the Partnership's register or in the Transfer Agent's books.

(d) Except as provided in Section 4.9, by acceptance of any Limited Partner Interests pursuant to a transfer in accordance with this Article IV, each transferee of a Limited Partner Interest (including any nominee, or agent or representative acquiring such Limited Partner Interests for the account of another Person or Group) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred to such Person when any such transfer or admission is reflected in the transfer books of the Partnership or the Transfer Agent and such Person becomes the Record Holder of the Limited Partner Interests so transferred, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) represents that the transferee has the capacity, power and authority to enter into this Agreement and (iv) makes the consents, acknowledgements and waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement.

(e) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.8, (iv) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or an amendment to this Agreement establishing such class or series, (v) any contractual provisions binding on any Limited Partner and (vi) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable.

(f) The General Partner and its Affiliates shall have the right at any time to transfer their Subordinated Units and Common Units (whether issued upon conversion of the Subordinated Units or otherwise) to one or more Persons.

Section 4.6 *Transfer of the General Partner's General Partner Interest .*

(a) Subject to Section 4.6(b) below, the General Partner may transfer all or any part of its General Partner Interest without Unitholder approval or the approval of the holders of the Incentive Distribution Rights.

(b) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability of any Limited Partner under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership interest owned by the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Transfer of Incentive Distribution Rights* . The General Partner or any other holder of Incentive Distribution Rights may transfer any or all of its Incentive Distribution Rights without the approval of any Limited Partner or any other Person.

Section 4.8 *Restrictions on Transfers* .

(a) Except as provided in Section 4.8(d), notwithstanding other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed). The Partnership may issue stop transfer instructions to any Transfer Agent in order to implement any restriction on transfer contemplated by this Agreement.

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it receives an Opinion of Counsel that such restrictions are necessary to (i) avoid a significant risk of the Partnership's becoming taxable as a corporation or otherwise becoming taxable as an entity for federal income tax purposes (to the extent not already so treated or taxed) or (ii) preserve the uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may impose such restrictions by amending this Agreement, provided, however, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) The transfer of a Subordinated Unit that has converted into a Common Unit or a Common Unit issued upon conversion of a Subordinated Unit shall be subject to the restrictions imposed by Section 6.7(b) and Section 6.7(c).

(d) Nothing contained in this Agreement, except Section 4.9, shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

(e) Each certificate or book entry evidencing Partnership Interests shall bear a conspicuous legend in substantially the following form:

> THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF OCI RESOURCES LP THAT THIS SECURITY MAY NOT BE TRANSFERRED IF SUCH TRANSFER (AS DEFINED IN THE PARTNERSHIP AGREEMENT) WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B)

TERMINATE THE EXISTENCE OR QUALIFICATION OF OCI RESOURCES LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE OCI RESOURCES LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THE GENERAL PARTNER OF OCI RESOURCES LP MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF OCI RESOURCES LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL EXECUTIVE OFFICES OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

Section 4.9 *Eligibility Certificates; Ineligible Holders* .

(a) The General Partner may upon demand or on a regular basis require Limited Partners, and transferees of Limited Partner Interests in connection with a transfer, to execute an Eligibility Certificate or provide other information as is necessary for the General Partner to determine if any such Limited Partners or transferees are Ineligible Holders.

(b) If any Limited Partner or its beneficial owners fails to furnish to the General Partner within 30 days of its request an Eligibility Certificate and other information related thereto, or if upon receipt of such Eligibility Certificate or other requested information the General Partner determines that a Limited Partner or a transferee of a Limited Partner is an Ineligible Holder, the Limited Partner Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.10 or the General Partner may refuse to effect the transfer of the Limited Partner Interests to such transferee. In addition, the General Partner shall be substituted for any Limited Partner that is an Ineligible Holder as the Limited Partner in respect of such Limited Partner Interests.

(c) The General Partner shall, in exercising voting rights in respect of Limited Partner Interests held by it on behalf of Ineligible Holders, distribute the votes in the same ratios as the votes of Limited Partners (including the General Partner and its Affiliates) in respect of Limited Partner Interests other than those of Ineligible Holders are cast, either for, against or abstaining as to the matter.

(d) Upon dissolution of the Partnership, an Ineligible Holder shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Ineligible Holder's share of any distribution in kind. Such payment and assignment shall be treated for Partnership purposes as a purchase by the Partnership from the Ineligible Holder of its Limited Partner Interest (representing the right to receive its share of such distribution in kind).

(e) At any time after an Ineligible Holder can and does certify that it no longer is an Ineligible Holder, it may, upon application to the General Partner, request that with respect to any Limited Partner Interests of such Ineligible Holder not redeemed pursuant to Section 4.10, such Ineligible Holder upon approval of the General Partner, shall no longer constitute an Ineligible Holder and the General Partner shall cease to be deemed to be the Limited Partner in respect of such Limited Partner Interests.

(f) If at any time a transferee of a Partnership Interest fails to furnish an Eligibility Certificate or any other information requested by the General Partner pursuant to this Section 4.9 within 30 days of such request, or if upon receipt of such Eligibility Certificate or other information the General Partner determines,

with the advice of counsel, that such transferee is an Ineligible Holder, the Partnership may, unless the transferee establishes to the satisfaction of the General Partner that such transferee is not an Ineligible Holder, prohibit and void the transfer, including by placing a stop order with the Transfer Agent.

Section 4.10 *Redemption of Partnership Interests of Ineligible Holders* .

(a) If at any time a Limited Partner fails to furnish an Eligibility Certificate or any other information requested within a reasonable period of time specified by the General Partner pursuant to Section 4.9, or if upon receipt of such Eligibility Certificate or other information the General Partner determines, with the advice of counsel, that a Limited Partner is an Ineligible Holder, the Partnership may, unless the Limited Partner establishes to the satisfaction of the General Partner that such Limited Partner is not an Ineligible Holder or has transferred his Limited Partner Interests to a Person who is not an Ineligible Holder and who furnishes an Eligibility Certificate to the General Partner prior to the date fixed for redemption as provided below, redeem the Limited Partner Interest of such Limited Partner as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Limited Partner, at his last address designated on the records of the Partnership or the Transfer Agent, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon redemption of the Redeemable Interests (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender of the Certificate evidencing the Redeemable Interests) and that on and after the date fixed for redemption no further allocations or distributions to which the Limited Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of each unit of Limited Partner Interests of the class to be so redeemed multiplied by the number of units of Limited Partner Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 5% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) The Limited Partner or his duly authorized representative shall be entitled to receive the payment for the Redeemable Interests at the place of payment specified in the notice of redemption on the redemption date (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender by or on behalf of the Limited Partner or Transferee at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank).

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests.

(b) The provisions of this Section 4.10 shall also be applicable to Limited Partner Interests held by a Limited Partner as nominee, agent or representative of a Person determined to be an Ineligible Holder.

(c) Nothing in this Section 4.10 shall prevent the recipient of a notice of redemption from transferring his Limited Partner Interest before the redemption date if such transfer is otherwise permitted under this Agreement and the transferor provides notice of such transfer to the General Partner. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, provided the transferee of such Limited Partner Interest certifies to the satisfaction of the General Partner that such transferee is not an Ineligible Holder. If the transferee fails to make such certification within a reasonable time period after the request and, in any event, before the redemption date, such redemption shall be effected from the transferee on the original redemption date.

ARTICLE V

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *Organizational Contributions* . In connection with the formation of the Partnership under the Delaware Act, the Partnership issued to the General Partner a 2% General Partner Interest in the Partnership and the General Partner was admitted as the General Partner of the Partnership, and the Organizational Limited Partner made an initial Capital Contribution to the Partnership in the amount of $1,000.00 for a Limited Partner Interest in the Partnership and was admitted as a Limited Partner of the Partnership. As of the Closing Date, the interests of the General Partner and Organizational Limited Partner shall be redeemed as provided in the Contribution Agreement and the initial Capital Contribution of the Organizational Limited Partner shall be refunded, and all interest or other profit that may have resulted from the investment or other use of such initial Capital Contribution shall be allocated and distributed to the Organizational Limited Partner.

Section 5.2 *Contributions by the General Partner and its Affiliates* .

(a) On the Closing Date and pursuant to the Contribution Agreement, (i) the Partnership issued to the General Partner, in part representing a continuation of its 2% General Partner Interest (before giving effect to any exercise of the Over-Allotment Option and the Deferred Issuance and Distribution), and in part on behalf of the Organizational Limited Partner, 383,694 General Partner Units (subject to all of the rights, privileges and duties of the General Partner under this Agreement), and the Incentive Distribution Rights, (ii) the Partnership distributed to the Organizational Limited Partner $18,000,000 and issued to the Organizational Limited Partner 4,025,500 Common Units and 9,775,500 Subordinated Units representing a recapitalized 71.9% Limited Partner Interest (before giving effect to any exercise of the Over-Allotment Option and the Deferred Issuance and Distribution), subject to all of the rights, privileges and duties of a Limited Partner under this Agreement, (iii) OCI Wyoming Co. contributed to the Partnership its 10.02% limited partner interest in Operating Company, in exchange for a cash payment of $65,500,000, and (iv) (x) the Partnership issued to the Organizational Limited Partner the right to receive the issuance of additional Common Units described in clause (a) of the definition of "Deferred Issuance and Distribution," (y) the Partnership issued to OCI Chemical, on behalf of the Organizational Limited Partner, the right to receive the distribution(s) of cash described in clause (b) of the definition of "Deferred Issuance and Distribution" and (z) the Partnership issued to the General Partner, on behalf of the Organizational Limited Partner, the right to receive the additional General Partner Units described in clause (c) of the definition of "Deferred Issuance and Distribution."

(b) Upon the issuance of any additional Limited Partner Interests by the Partnership (other than (i) the Common Units issued in the Initial Public Offering, (ii) the Common Units, Subordinated Units and Incentive Distribution Rights issued pursuant to Section 5.2(a) (including any Common Units issued pursuant to the Deferred Issuance and Distribution), (iii) any Common Units issued pursuant to Section 5.11 and (iv) any Common Units issued upon the conversion of any Partnership Interests), the General Partner may, in order to maintain the Percentage Interest with respect to its General Partner Interest, make additional Capital Contributions in an amount equal to the product obtained by multiplying (A) the quotient determined by dividing (x) the Percentage Interest with respect to the General Partner Interests immediately prior to the issuance of such additional Limited Partner Interests by the Partnership by (y) 100% less the Percentage Interest with respect to the General Partner Interest immediately prior to the issuance of such additional Limited Partner Interests by the Partnership times (B) the gross amount contributed to the Partnership by the Limited Partners (before deduction of underwriters' discounts and commissions) in exchange for such additional Limited Partner Interests. Except as set forth in Article XII, the General Partner shall not be obligated to make any additional Capital Contributions to the Partnership. Any Capital Contribution pursuant to this Section 5.2(b) shall be evidenced by the issuance to the General Partner of a proportionate number of additional General Partner Units.

Section 5.3 *Contributions by Limited Partners* .

(a) On the Closing Date and pursuant to the Underwriting Agreement, each IPO Underwriter contributed cash to the Partnership in exchange for the issuance by the Partnership of Common Units to each IPO Underwriter, all as set forth in the Underwriting Agreement.

(b) Upon the exercise, if any, of the Over-Allotment Option, each IPO Underwriter shall contribute cash to the Partnership on the Option Closing Date in exchange for the issuance by the Partnership of Common Units to each IPO Underwriter, all as set forth in the Underwriting Agreement.

(c) No Limited Partner Interests will be issued or issuable as of or at the Closing Date other than (i) the Common Units and Subordinated Units issued to OCI Holdings, pursuant to subparagraph (a) of Section 5.2, (ii) the Common Units issued to the IPO Underwriters as described in subparagraphs (a) and (b) of this Section 5.3 and (iii) the Incentive Distribution Rights issued to the General Partner.

(d) No Limited Partner will be required to make any additional Capital Contribution to the Partnership pursuant to this Agreement.

Section 5.4 *Interest and Withdrawal* .

No interest shall be paid by the Partnership on Capital Contributions. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5.5 *Capital Accounts* .

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee, agent or representative in any case in which such nominee, agent or representative has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). The initial Capital Account balance attributable to the General Partner Units issued to the General Partner pursuant to Section 5.2(a) shall equal the Net Agreed Value of the Capital Contribution specified in Section 5.2(a), which shall be deemed to equal the product of the number of General Partner Units issued to the General Partner pursuant to Section 5.2(a) and the Initial Unit Price for each Common Unit (and the initial Capital Account balance attributable to each General Partner Unit shall equal the Initial Unit Price for each Common Unit). The initial Capital Account balance attributable to the Common Units and Subordinated Units issued to OCI Holdings pursuant to Section 5.2(a) shall equal the respective Net Agreed Value of the Capital Contributions specified in Section 5.2(a), which shall be deemed to equal the product of the number of Common Units and Subordinated Units issued to OCI Holdings pursuant to Section 5.2(a) and the Initial Unit Price for each such Common Unit and Subordinated Unit (and the initial Capital Account balance attributable to each such Common Unit and Subordinated Unit shall equal its Initial Unit Price). The initial Capital Account balance attributable to the Common Units issued to the IPO Underwriters pursuant to Section 5.3(a) shall equal the product of the number of Common Units so issued to the IPO Underwriters and the Initial Unit Price for each Common Unit (and the initial Capital Account balance attributable to each such Common Unit shall equal its Initial Unit Price). The initial Capital Account attributable to the Incentive Distribution Rights shall be zero. Thereafter, the Capital Account shall in respect of each such Partnership Interest be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to such Partnership Interest and (ii) all items of Partnership income and gain (including income and gain exempt from tax) computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), provided, that:

(i) Solely for purposes of this Section 5.5, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement or governing, organizational or similar documents) of all property owned by (x) any other Group Member that is classified as a partnership or disregarded entity for federal income tax purposes and (y) any other partnership, limited liability company, unincorporated business or other entity classified as a partnership or disregarded entity for federal income tax purposes of which a Group Member is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code that may be made by the Partnership. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704- 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iv) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(v) An item of income of the Partnership that is described in Section 705(a)(1)(B) of the Code (with respect to items of income that are exempt from tax) shall be treated as an item of income for the purpose of this Section 5.5(b), and an item of expense of the Partnership that is described in Section 705(a)(2)(B) of the Code (with respect to expenditures that are not deductible and not chargeable to capital accounts), shall be treated as an item of deduction for the purpose of this Section 5.5(b).

(vi) In accordance with the requirements of Section 704(b) of the Code, any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property shall be determined as if the adjusted basis of such property on the date it was acquired by the Partnership were equal to the Agreed Value of such property. Upon an adjustment pursuant to Section 5.5(d) to the Carrying Value of any Partnership property subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization attributable to such property shall be determined under the rules prescribed by Treasury Regulation Section 1.704-3(d)(2) as if the adjusted basis of such property were equal to the Carrying Value of such property immediately following such adjustment.

(vii) The Gross Liability Value of each Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to Carrying Values. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c) (i) Except as provided in this Section 5.5(c), the transferee of a Partnership Interest shall succeed to a Pro Rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.7(c), immediately prior to the transfer of a Subordinated Unit or of a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.5(c)(ii) apply), the Capital Account maintained for such Person with respect to its Subordinated Units or converted Subordinated Units will (A) first, be allocated to the Subordinated Units or converted Subordinated Units to be transferred in an amount equal to the product of (x) the number of such Subordinated Units or converted Subordinated Units to be transferred

and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any converted Subordinated Units (" ***Retained Converted Subordinated Units*** ") or Subordinated Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Subordinated Units or Retained Converted Subordinated Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee's Capital Account established with respect to the transferred Subordinated Units or converted Subordinated Units will have a balance equal to the amount allocated under clause (A) hereinabove.

(d) (i) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), on an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of Partnership Interests as consideration for the provision of services, or the conversion of the General Partner's Combined Interest to Common Units pursuant to Section 11.3(b), the Capital Account of each Partner and the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, and any such Unrealized Gain or Unrealized Loss shall be treated, for purposes of maintaining Capital Accounts, as if it had been recognized on an actual sale of each such property for an amount equal to its fair market value immediately prior to such issuance and had been allocated among the Partners at such time pursuant to Section 6.1(c) and Section 6.1(d) in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated, provided, however, that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, or in the event of an issuance of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests shall be determined by the General Partner using such method of valuation as it may adopt. In making its determination of the fair market values of individual properties, the General Partner may determine that it is appropriate to first determine an aggregate value for the Partnership, based on the trading price of the Common Units, and taking fully into account the fair market value of the Partnership Interests of all Partners at such time, and then allocate such aggregate value among the individual properties of the Partnership (in such manner as it determines appropriate).

(ii) In accordance with Treasury Regulation Section 1.704- 1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Capital Accounts of all Partners and the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, and any such Unrealized Gain or Unrealized Loss shall be treated, for purposes of maintaining Capital Accounts, as if it had been recognized on an actual sale of each such property immediately prior to such distribution for an amount equal to its fair market value, and had been allocated among the Partners, at such time, pursuant to Section 6.1(c) and Section 6.1(d) in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated. In determining such Unrealized Gain or Unrealized Loss the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of an actual distribution that is not made pursuant to Section 12.4 or in the case of a deemed distribution, be determined in the same manner as that provided in Section 5.5(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

Section 5.6 *Issuances of Additional Partnership Interests* .

(a) The Partnership may issue additional Partnership Interests (other than General Partner Interests) (except for General Partner Interests issued pursuant to Section 5.2(b)) and Derivative Partnership Interests for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.6(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest; (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by Certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and Derivative Partnership Interests pursuant to this Section 5.6, including Common Units issued in connection with the Deferred Issuance and Distribution, (ii) the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, (iii) the issuance of Common Units pursuant to Section 5.11, (iv) reflecting admission of such additional Limited Partners in the books and records of the Partnership as the Record Holders of such Limited Partner Interests and (v) all additional issuances of Partnership Interests and Derivative Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests and Derivative Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Interests and Derivative Partnership Interests or in connection with the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed or admitted to trading.

(d) No fractional Units shall be issued by the Partnership.

Section 5.7 *Conversion of Subordinated Units* .

(a) All of the Subordinated Units shall convert into Common Units on a one-for-one basis on the expiration of the Subordination Period.

(b) A Subordinated Unit that has converted into a Common Unit shall be subject to the provisions of Section 6.7

Section 5.8 *Limited Preemptive Right* . Except as provided in this Section 5.8 and in Section 5.2 and Section 5.11 or as otherwise provided in a separate agreement by the Partnership, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. The General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests.

Section 5.9 *Splits and Combinations* .

(a) Subject to Section 5.9(d), Section 6.6 and Section 6.9 (dealing with adjustments of distribution levels), the Partnership may make a Pro Rata distribution of Partnership Interests (with General Partner Interests being distributed to General Partners and Limited Partner Interests being distributed to Limited Partners) to all Record Holders or may effect a subdivision or combination of Partnership Interests so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis (including any Common Unit Arrearage or Cumulative Common Unit Arrearage) or

stated as a number of Units (including the number of Subordinated Units that may convert prior to the end of the Subordination Period) are proportionately adjusted.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice (or such shorter periods as required by applicable law). The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates or uncertificated Partnership Interests to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of Partnership Interests represented by Certificates, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not issue fractional Units or General Partner Units upon any distribution, subdivision or combination of Units or General Partner Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units or General Partner Units but for the provisions of Section 5.6(d), each fractional Unit or General Partner Unit shall be rounded to the nearest whole Unit or General Partner Unit (with fractional Units and General Partner Units equal to or greater than a 0.5 Unit or General Partner Unit being rounded to the next higher Unit or General Partner Unit).

Section 5.10 *Fully Paid and Non-Assessable Nature of Limited Partner Interests* . All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Sections 17-303, 17-607 or 17-804 of the Delaware Act.

Section 5.11 *Issuance of Common Units in Connection with Reset of Incentive Distribution Rights* .

(a) Subject to the provisions of this Section 5.11, the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right, at any time when there are no Subordinated Units Outstanding and the Partnership has made a distribution pursuant to Section 6.4(b)(v) for each of the four most recently completed Quarters and the amount of each such distribution did not exceed Adjusted Operating Surplus for such Quarter, to make an election (the " ***IDR Reset Election*** ") to cause the Minimum Quarterly Distribution and the Target Distributions to be reset in accordance with the provisions of Section 5.11(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive their respective proportionate share of a number of Common Units (the " ***IDR Reset Common Units*** ") derived by dividing (i) the average amount of the aggregate cash distributions made by the Partnership for the two full Quarters immediately preceding the giving of the Reset Notice (as defined in Section 5.11(b)) in respect of the Incentive Distribution Rights by (ii) the average amount of the aggregate cash distributions made by the Partnership in respect of each Common Unit for the two full Quarters immediately preceding the giving of the Reset Notice (the number of Common Units determined by such quotient is referred to herein as the " ***Aggregate Quantity of IDR Reset Common Units*** "). If at the time of any IDR Reset Election the General Partner and its Affiliates are not the holders of a majority interest of the Incentive Distribution Rights, then the IDR Reset Election shall be subject to the prior written concurrence of the General Partner that the conditions described in the immediately preceding sentence have been satisfied. Upon the issuance of such IDR Reset Common Units, the Partnership will issue to the General Partner that number of additional General Partner Units equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner immediately prior to such issuance by (B) a percentage equal to 100% less such Percentage Interest by (y) the number of such IDR Reset Common Units, and the General Partner

shall not be obligated to make any additional Capital Contribution to the Partnership in exchange for such issuance. The making of the IDR Reset Election in the manner specified in this Section 5.11 shall cause the Minimum Quarterly Distribution and the Target Distributions to be reset in accordance with the provisions of Section 5.11(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive IDR Reset Common Units and the General Partner will become entitled to receive General Partner Units on the basis specified above, without any further approval required by the General Partner or the Unitholders other than as set forth in this Section 5.11(a), at the time specified in Section 5.11(c) unless the IDR Reset Election is rescinded pursuant to Section 5.11(d).

(b) To exercise the right specified in Section 5.11(a), the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall deliver a written notice (the " ***Reset Notice*** ") to the Partnership. Within 10 Business Days after the receipt by the Partnership of such Reset Notice, the Partnership shall deliver a written notice to the holder or holders of the Incentive Distribution Rights of the Partnership's determination of the Aggregate Quantity of IDR Reset Common Units that each holder of Incentive Distribution Rights will be entitled to receive.

(c) The holder or holders of the Incentive Distribution Rights will be entitled to receive the Aggregate Quantity of IDR Reset Common Units and the General Partner will be entitled to receive the related additional General Partner Units on the fifteenth Business Day after receipt by the Partnership of the Reset Notice; provided, however, that the issuance of IDR Reset Common Units to the holder or holders of the Incentive Distribution Rights shall not occur prior to the approval of the listing or admission for trading of such IDR Reset Common Units by the principal National Securities Exchange upon which the Common Units are then listed or admitted for trading if any such approval is required pursuant to the rules and regulations of such National Securities Exchange.

(d) If the principal National Securities Exchange upon which the Common Units are then traded has not approved the listing or admission for trading of the IDR Reset Common Units to be issued pursuant to this Section 5.11 on or before the 30th calendar day following the Partnership's receipt of the Reset Notice and such approval is required by the rules and regulations of such National Securities Exchange, then the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right to either rescind the IDR Reset Election or elect to receive other Partnership Interests having such terms as the General Partner may approve, with the approval of the Conflicts Committee, that will provide (i) the same economic value, in the aggregate, as the Aggregate Quantity of IDR Reset Common Units would have had at the time of the Partnership's receipt of the Reset Notice, as determined by the General Partner, and (ii) for the subsequent conversion of such Partnership Interests into Common Units within not more than 12 months following the Partnership's receipt of the Reset Notice upon the satisfaction of one or more conditions that are reasonably acceptable to the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights).

(e) The Minimum Quarterly Distribution and the Target Distributions, shall be adjusted at the time of the issuance of IDR Reset Common Units or other Partnership Interests pursuant to this Section 5.11 such that (i) the Minimum Quarterly Distribution shall be reset to equal the average cash distribution amount per Common Unit for the two Quarters immediately prior to the Partnership's receipt of the Reset Notice (the " ***Reset MQD*** "), (ii) the First Target Distribution shall be reset to equal 115% of the Reset MQD, (iii) the Second Target Distribution shall be reset to equal 125% of the Reset MQD and (iv) the Third Target Distribution shall be reset to equal 150% of the Reset MQD.

(f) Upon the issuance of IDR Reset Common Units pursuant to Section 5.11(a), the Capital Account maintained with respect to the Incentive Distribution Rights will (i) first, be allocated to IDR Reset Common Units in an amount equal to the product of (A) the Aggregate Quantity of IDR Reset Common Units and (B) the Per Unit Capital Amount for an Initial Common Unit, and (ii) second, as to any remaining balance in such Capital Account, will be retained by the holder of the Incentive Distribution Rights. If there is not sufficient capital associated with the Incentive Distribution Rights to allocate the full Per Unit Capital Amount for an Initial Common

Unit to the IDR Reset Common Units in accordance with clause (i) of this Section 5.11(f), the IDR Reset Common Units shall be subject to Sections 6.1(d)(x)(B) and (C).

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes* . For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.5(b)) for each taxable period shall be allocated among the Partners as provided herein below.

(a) *Net Income* . After giving effect to the special allocations set forth in Section 6.1(d), Net Income for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable period shall be allocated as follows:

(i) First, to the General Partner until the aggregate of the Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) and the Net Termination Gain allocated to the General Partner pursuant to Section 6.1(c)(i)(A) or Section 6.1(c)(iv)(A) for the current and all previous taxable periods is equal to the aggregate of the Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods and the Net Termination Loss allocated to the General Partner pursuant to Section 6.1(c)(ii)(D) or Section 6.1(c)(iii)(B) for the current and all previous taxable periods; and

(ii) The balance, if any, (x) to the General Partner in accordance with its Percentage Interest, and (y) to all Unitholders, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest.

(b) *Net Loss* . After giving effect to the special allocations set forth in Section 6.1(d), Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period shall be allocated as follows:

(i) First, to the General Partner and the Unitholders, Pro Rata; provided, that Net Losses shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account); and

(ii) The balance, if any, 100% to the General Partner.

(c) *Net Termination Gains and Losses* . After giving effect to the special allocations set forth in Section 6.1(d), Net Termination Gain or Net Termination Loss (including a pro rata part of each item of income, gain, loss and deduction taken into account in computing Net Termination Gain or Net Termination Loss) for such taxable period shall be allocated in the manner set forth in this Section 6.1(c). All allocations under this Section 6.1(c) shall be made after Capital Account balances have been adjusted by all other allocations provided under this Section 6.1 and after all distributions of Available Cash provided under Section 6.4 and Section 6.5 have been made; provided, however, that solely for purposes of this Section 6.1(c), Capital Accounts shall not be adjusted for distributions made pursuant to Section 12.4.

(i) Except as provided in Section 6.1(c)(iv), Net Termination Gain (including a pro rata part of each item of income, gain, loss, and deduction taken into account in computing Net Termination Gain) shall be allocated:

(A) First, to the General Partner until the aggregate of the Net Termination Gain allocated to the General Partner pursuant to this Section 6.1(c)(i)(A) or Section 6.1(c)(iv)(A) and the Net Income allocated to the General Partner pursuant to Section 6.1(a)(i) for the current and all previous taxable periods

is equal to the aggregate of the Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods and the Net Termination Loss allocated to the General Partner pursuant to Section 6.1(c)(ii)(D) or Section 6.1(c)(iii)(B) for all previous taxable periods;

(B) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(i) or Section 6.4(b)(i) with respect to such Common Unit for such Quarter (the amount determined pursuant to this clause (2) is hereinafter referred to as the " ***Unpaid MQD*** ") and (3) any then existing Cumulative Common Unit Arrearage;

(C) Third, if such Net Termination Gain is recognized (or is deemed to be recognized) prior to the conversion of the last Outstanding Subordinated Unit into a Common Unit, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Subordinated Unit then Outstanding equals the sum of (1) its Unrecovered Initial Unit Price, determined for the taxable period (or portion thereof) to which this allocation of gain relates, and (2) the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(iii) with respect to such Subordinated Unit for such Quarter;

(D) Fourth, 100% to the General Partner and all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Unpaid MQD, (3) any then existing Cumulative Common Unit Arrearage, and (4) the excess of (aa) the First Target Distribution less the Minimum Quarterly Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(iv) and Section 6.4(b)(ii) (the sum of subclauses (1), (2), (3) and (4) is hereinafter referred to as the " ***First Liquidation Target Amount*** ");

(E) Fifth, (x) to the General Partner in accordance with its Percentage Interest, (y) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (x) and (y) of this clause (E), until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the First Liquidation Target Amount, and (2) the excess of (aa) the Second Target Distribution less the First Target Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(v) and Section 6.4(b)(iii) (the sum of subclauses (1) and (2) is hereinafter referred to as the " ***Second Liquidation Target Amount*** ");

(F) Sixth, (x) to the General Partner in accordance with its Percentage Interest, (y) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (x) and (y) of this clause (F), until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the Second Liquidation Target Amount, and (2) the excess of (aa) the Third Target Distribution less the Second Target Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(vi) and Section 6.4(b)(iv); and

(G) Finally, (x) to the General Partner in accordance with its Percentage Interest, (y) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (x) and (y) of this clause (G).

(ii) Except as otherwise provided by Section 6.1(c)(iii), Net Termination Loss (including a pro rata part of each item of income, gain, loss, and deduction taken into account in computing Net Termination Loss) shall be allocated:

(A) First, if Subordinated Units remain Outstanding, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Subordinated Unit then Outstanding has been reduced to zero;

(B) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding has been reduced to zero;

(C) Third, to the General Partner and the Unitholders, Pro Rata; provided that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(ii)(C) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account (or increase any existing deficit in its Adjusted Capital Account); and

(D) Fourth, the balance, if any, 100% to the General Partner.

(iii) Any Net Termination Loss deemed recognized pursuant to Section 5.5(d) prior to the Liquidation Date shall be allocated:

(A) First, to the General Partner and the Unitholders, Pro Rata; provided that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(iii)(A) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit in its Adjusted Capital Account); and

(B) The balance, if any, to the General Partner.

(iv) If a Net Termination Loss has been allocated pursuant to Section 6.1(c)(iii), subsequent Net Termination Gain deemed recognized pursuant to Section 5.5(d) prior to the Liquidation Date shall be allocated:

(A) First, to the General Partner until the aggregate Net Termination Gain allocated to the General Partner pursuant to this Section 6.1(c)(iv)(A) is equal to the aggregate Net Termination Loss previously allocated pursuant to Section 6.1(c)(iii)(B);

(B) Second, to the General Partner and the Unitholders, Pro Rata, until the aggregate Net Termination Gain allocated pursuant to this Section 6.1(c)(iv)(B) is equal to the aggregate Net Termination Loss previously allocated pursuant to Section 6.1(c)(iii)(A); and

(C) The balance, if any, pursuant to the provisions of Section 6.1(c)(i).

(d) *Special Allocations* . Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) *Partnership Minimum Gain Chargeback* . Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704- 2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain* . Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) and other than an allocation pursuant to Section 6.1(d)(i), Section 6.1(d)(vi) and Section 6.1(d)(vii) with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Priority Allocations.

(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit (the amount of the excess, an " ***Excess Distribution*** " and the Unit with respect to which the greater distribution is paid, an " ***Excess Distribution Unit*** "), then (1) there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii)(A) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution; and (2) the General Partner shall be allocated gross income and gain with respect to each such Excess Distribution in an amount equal to the product obtained by multiplying (aa) the quotient determined by dividing (x) the General Partner's Percentage Interest at the time when the Excess Distribution occurs by (y) a percentage equal to 100% less the General Partner's Percentage Interest at the time when the Excess Distribution occurs, and (bb) the total amount allocated in clause (1) above with respect to such Excess Distribution.

(B) After the application of Section 6.1(d)(iii)(A), all or any portion of the remaining items of Partnership gross income or gain for the taxable period, if any, shall be allocated (1) to the holders of Incentive Distribution Rights, Pro Rata, until the aggregate amount of such items allocated to the holders of Incentive Distribution Rights pursuant to this Section 6.1(d)(iii)(B) for the current taxable period and all previous taxable periods is equal to the cumulative amount of all Incentive Distributions made to the holders of Incentive Distribution Rights from the Closing Date to a date 45 days after the end of the current taxable period; and (2) to the General Partner an amount equal to the product of (aa) an amount equal to the quotient determined by dividing (x) the General Partner's Percentage Interest by (y) the sum of 100 less the General Partner's Percentage Interest times (bb) the sum of the amounts allocated in clause (1) above.

(iv) *Qualified Income Offset* . In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704- 1(b)(2)(ii)(d)(4), 1.704- 1(b)(2)(ii)(d)(5), or 1.704- 1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; provided, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) *Gross Income Allocation* . In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 6.1(d)(v) shall be made only if and to the extent that such Partner would have a

deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(d)(iv) and this Section 6.1(d)(v) were not in this Agreement.

(vi) *Nonrecourse Deductions* . Nonrecourse Deductions for any taxable period shall be allocated to the Partners Pro Rata. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) *Partner Nonrecourse Deductions* . Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, the Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) *Nonrecourse Liabilities* . For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners Pro Rata.

(ix) *Code Section 754 Adjustments* . To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704- 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) Economic Uniformity; Changes in Law.

(A) At the election of the General Partner with respect to any taxable period ending upon, or after, the termination of the Subordination Period, all or a portion of the remaining items of Partnership gross income or gain for such taxable period, after taking into account allocations pursuant to Section 6.1(d)(iii), shall be allocated 100% to each Partner holding Subordinated Units that are Outstanding as of the termination of the Subordination Period (" ***Final Subordinated Units*** ") in the proportion of the number of Final Subordinated Units held by such Partner to the total number of Final Subordinated Units then Outstanding, until each such Partner has been allocated an amount of gross income or gain that increases the Capital Account maintained with respect to such Final Subordinated Units to an amount that after taking into account the other allocations of income, gain, loss and deduction to be made with respect to such taxable period will equal the product of (A) the number of Final Subordinated Units held by such Partner and (B) the Per Unit Capital Amount for a Common Unit. The purpose of this allocation is to establish uniformity between the Capital Accounts underlying Final Subordinated Units and the Capital Accounts underlying Common Units held by Persons other than the General Partner and its Affiliates immediately prior to the conversion of such Final Subordinated Units into Common Units. This allocation method for establishing such economic uniformity will be available to the General Partner only if the method for allocating the Capital Account maintained with respect to the Subordinated Units between the transferred and retained Subordinated Units pursuant to Section 5.5(c)(ii) does not otherwise provide such economic uniformity to the Final Subordinated Units.

(B) With respect to an event triggering an adjustment to the Carrying Value of Partnership property pursuant to Section 5.5(d) during any taxable period of the Partnership ending upon, or after, the issuance of IDR Reset Common Units pursuant to Section 5.11, after the application of Section 6.1(d)(x)(A), any Unrealized Gains and Unrealized Losses shall be allocated among the Partners in a manner that to the nearest extent possible results in the Capital Accounts maintained with respect to such IDR Reset Common Units issued pursuant

to Section 5.11 equaling the product of (A) the Aggregate Quantity of IDR Reset Common Units and (B) the Per Unit Capital Amount for an Initial Common Unit.

(C) With respect to any taxable period during which an IDR Reset Common Unit is transferred to any Person who is not an Affiliate of the transferor, all or a portion of the remaining items of Partnership gross income or gain for such taxable period shall be allocated 100% to the transferor Partner of such transferred IDR Reset Common Unit until such transferor Partner has been allocated an amount of gross income or gain that increases the Capital Account maintained with respect to such transferred IDR Reset Common Unit to an amount equal to the Per Unit Capital Amount for an Initial Common Unit.

(D) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations of income, gain, loss, deduction, Unrealized Gain or Unrealized Loss; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(d)(x)(D) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Limited Partner Interests issued and Outstanding or the Partnership, and if such allocations are consistent with the principles of Section 704 of the Code.

(xi) Curative Allocation.

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. Notwithstanding the preceding sentence, Required Allocations relating to (1) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partnership Minimum Gain and (2) Partner Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partner Nonrecourse Debt Minimum Gain. In exercising its discretion under this Section 6.1(d)(xi)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required Allocations previously made. Allocations pursuant to this Section 6.1(d)(xi)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners. Further, allocations pursuant to this Section 6.1(d)(xi)(A) shall be deferred with respect to allocations pursuant to clauses (1) and (2) hereof to the extent the General Partner determines that such allocations are likely to be offset by subsequent Required Allocations.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xi)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xi)(A) among the Partners in a manner that is likely to minimize such economic distortions.

(xii) *Corrective and Other Allocations* . In the event of any allocation of Additional Book Basis Derivative Items or any Book-Down Event or any recognition of a Net Termination Loss, the following rules shall apply:

(A) Except as provided in Section 6.1(d)(xii)(B), in the case of any allocation of Additional Book Basis Derivative Items (other than an allocation of Unrealized Gain or Unrealized Loss under Section 5.5(d) hereof), the General Partner shall allocate such Additional Book Basis Derivative Items to (1) the holders of Incentive Distribution Rights and the General Partner to the same extent that the Unrealized Gain or Unrealized Loss giving rise to such Additional Book Basis Derivative Items was allocated to them pursuant to

Section 5.5(d) and (2) all Unitholders, Pro Rata, to the extent that the Unrealized Gain or Unrealized Loss giving rise to such Additional Book Basis Derivative Items was allocated to any Unitholders pursuant to Section 5.5(d).

(B) In the case of any allocation of Additional Book Basis Derivative Items (other than an allocation of Unrealized Gain or Unrealized Loss under Section 5.5(d) hereof or an allocation of Net Termination Gain or Net Termination Loss pursuant to Section 6.1(c) hereof) as a result of a sale or other taxable disposition of any Partnership asset that is an Adjusted Property (" ***Disposed of Adjusted Property*** "), the General Partner shall allocate (1) additional items of gross income and gain (aa) away from the holders of Incentive Distribution Rights and (bb) to the Unitholders, or (2) additional items of deduction and loss (aa) away from the Unitholders and (bb) to the holders of Incentive Distribution Rights, to the extent that the Additional Book Basis Derivative Items allocated to the Unitholders exceed their Share of Additional Book Basis Derivative Items with respect to such Disposed of Adjusted Property. Any allocation made pursuant to this Section 6.1(d)(xii)(B) shall be made after all of the other Agreed Allocations have been made as if this Section 6.1(d)(xii) were not in this Agreement and, to the extent necessary, shall require the reallocation of items that have been allocated pursuant to such other Agreed Allocations.

(C) In the case of any negative adjustments to the Capital Accounts of the Partners resulting from a Book-Down Event or from the recognition of a Net Termination Loss, such negative adjustment (1) shall first be allocated, to the extent of the Aggregate Remaining Net Positive Adjustments, in such a manner, as determined by the General Partner, that to the extent possible the aggregate Capital Accounts of the Partners will equal the amount that would have been the Capital Account balances of the Partners if no prior Book-Up Events had occurred, and (2) any negative adjustment in excess of the Aggregate Remaining Net Positive Adjustments shall be allocated pursuant to Section 6.1(c) hereof.

(D) For purposes of this Section 6.1(d)(xii), the Unitholders shall be treated as being allocated Additional Book Basis Derivative Items to the extent that such Additional Book Basis Derivative Items have reduced the amount of income that would otherwise have been allocated to the Unitholders under this Agreement. In making the allocations required under this Section 6.1(d)(xii), the General Partner may apply whatever conventions or other methodology it determines will satisfy the purpose of this Section 6.1(d)(xii). Without limiting the foregoing, if an Adjusted Property is contributed by the Partnership to another entity classified as a partnership for federal income tax purposes (the " ***lower tier partnership*** "), the General Partner may make allocations similar to those described in Sections 6.1(d)(xii)(A) through (C) to the extent the General Partner determines such allocations are necessary to account for the Partnership's allocable share of income, gain, loss and deduction of the lower tier partnership that relate to the contributed Adjusted Property in a manner that is consistent with the purpose of this Section 6.1(d)(xii).

(xiii) *Special Curative Allocation in Event of Liquidation Prior to End of Subordination Period* . Notwithstanding any other provision of this Section 6.1 (other than the Required Allocations), if the Liquidation Date occurs prior to the conversion of the last Outstanding Subordinated Unit, then items of income, gain, loss and deduction for the taxable period that includes the Liquidation Date (and, if necessary, items arising in previous taxable periods to the extent the General Partner determines such items may be so allocated), shall be specially allocated among the Partners in the manner determined appropriate by the General Partner so as to cause, to the maximum extent possible, the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable.

Section 6.2 *Allocations for Tax Purposes* .

(a) Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Partners in the manner provided under Section 704(c) of the

Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined to be appropriate by the General Partner (taking into account the General Partner's discretion under Section 6.1(d)(x)(D)); provided, that the General Partner shall apply the principles of Treasury Regulation Section 1.704-3(d) in all events.

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-l(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests, so long as such conventions would not have a material adverse effect on the Limited Partners or the Record Holders of any class or classes of Limited Partner Interests.

(d) In accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction, for federal income tax purposes, shall be determined for each taxable period and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of each month; provided, however, that such items for the period beginning on the Closing Date and ending on the last day of the month in which the last Option Closing Date or the expiration of the Over-Allotment Option occurs shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of the next succeeding month; provided further, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income or loss realized and recognized other than in the ordinary course of business, as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of the month in which such gain or loss is recognized for federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee, agent or representative in any case in which such nominee, agent or representative has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

Section 6.3 *Requirement and Characterization of Distributions; Distributions to Record Holders* .

(a) Within 45 days following the end of each Quarter commencing with the Quarter ending December 31, 2013, an amount equal to 100% of Available Cash with respect to such Quarter shall be distributed in accordance with this Article VI by the Partnership to the Partners as of the Record Date selected by the General Partner. The Record Date for the first distribution of Available Cash shall not be prior to the final closing of the Over-Allotment Option or the Deferred Issuance and Distribution. All amounts of Available Cash distributed by the Partnership on any date from any source shall be deemed to be Operating Surplus until the sum of all amounts of Available Cash theretofore distributed by the Partnership to the Partners pursuant to Section 6.4 equals the Operating Surplus from the Closing Date through the close of the immediately preceding Quarter. Any remaining amounts of Available Cash distributed by the Partnership on such date shall, except as otherwise provided in Section 6.5, be deemed to be " ***Capital Surplus*** ." All distributions required to be made under this Agreement shall be made subject to Sections 17-607 and 17-804 of the Delaware Act and other applicable law, notwithstanding any other provision of this Agreement.

(b) Notwithstanding Section 6.3(a) (but subject to the last sentence of Section 6.3(a)), in the event of the dissolution and liquidation of the Partnership, all cash received during or after the Quarter in which the Liquidation Date occurs shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(c) The General Partner may treat taxes paid by the Partnership on behalf of, or amounts withheld with respect to, all or less than all of the Partners, as a distribution of Available Cash to such Partners, as determined appropriate under the circumstances by the General Partner.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 6.4 *Distributions of Available Cash from Operating Surplus* .

(a) *During the Subordination Period* . Available Cash with respect to any Quarter within the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or 6.5 shall be distributed as follows, except as otherwise required in respect of additional Partnership Interests issued pursuant to Section 5.6(b):

(i) First, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage existing with respect to such Quarter;

(iii) Third, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Subordinated Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(iv) Fourth, to the General Partner and all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(v) Fifth, (A) to the General Partner in accordance with its Percentage Interest, (B) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (v), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(vi) Sixth, (A) to the General Partner in accordance with its Percentage Interest, (B) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (vi), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(vii) Thereafter, (A) to the General Partner in accordance with its Percentage Interest, (B) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (vii);

provided, however, if the Minimum Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(a)(vii).

(b) *After the Subordination Period* . Available Cash with respect to any Quarter after the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5 shall be distributed as follows, except as otherwise required in respect of additional Partnership Interests issued pursuant to Section 5.6(b):

(i) First, to the General Partner and all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to the General Partner and all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(iii) Third, (A) to the General Partner in accordance with its Percentage Interest, (B) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (iii), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(iv) Fourth, (A) to the General Partner in accordance with its Percentage Interest, (B) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (iv), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(v) Thereafter, (A) to the General Partner in accordance with its Percentage Interest, (B) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (v);

provided, however, if the Minimum Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(b)(v).

Section 6.5 *Distributions of Available Cash from Capital Surplus* . Available Cash that is deemed to be Capital Surplus pursuant to the provisions of Section 6.3(a) shall be distributed, unless the provisions of Section 6.3 require otherwise, to the General Partner and the Unitholders, Pro Rata, until the Minimum Quarterly Distribution has been reduced to zero pursuant to the second sentence of Section 6.6(a). Available Cash that is deemed to be Capital Surplus shall then be distributed (A) to the General Partner in accordance with its Percentage Interest and (B) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage. Thereafter, all Available Cash shall be distributed as if it were Operating Surplus and shall be distributed in accordance with Section 6.4.

Section 6.6 *Adjustment of Minimum Quarterly Distribution and Target Distribution Levels* .

(a) The Minimum Quarterly Distribution, Target Distributions, Common Unit Arrearages and Cumulative Common Unit Arrearages shall be proportionately adjusted in the event of any distribution, combination or subdivision (whether effected by a distribution payable in Units or otherwise) of Units or other Partnership Interests in accordance with Section 5.9. In the event of a distribution of Available Cash that is deemed to be from Capital Surplus, the then applicable Minimum Quarterly Distribution and Target Distributions shall be adjusted proportionately downward to equal the product obtained by multiplying the otherwise applicable Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, as the case may be, by a fraction of which the numerator is the Unrecovered Initial Unit Price of the Common Units immediately after giving effect to such distribution and of which the denominator is the Unrecovered Initial Unit Price of the Common Units immediately prior to giving effect to such distribution.

(b) The Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall also be subject to adjustment pursuant to Section 5.11 and Section 6.9.

Section 6.7 *Special Provisions Relating to the Holders of Subordinated Units* .

(a) Except with respect to the right to vote on or approve matters requiring the vote or approval of a percentage of the holders of Outstanding Common Units and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units, the holder of a Subordinated Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder; provided, however, that immediately upon the conversion of Subordinated Units into Common Units pursuant to Section 5.7, the Unitholder holding a Subordinated Unit shall possess all of the rights and obligations of a Unitholder holding Common Units hereunder with respect to such converted Subordinated Units, including the right to vote as a Common Unitholder and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units; provided, however, that such converted Subordinated Units shall remain subject to the provisions of Sections 5.5(c)(ii), 6.1(d)(x)(A), 6.7(b) and 6.7(c).

(b) A Unitholder shall not be permitted to transfer a Subordinated Unit or a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained Subordinated Units or Retained Converted Subordinated Units would be negative after giving effect to the allocation under Section 5.5(c)(ii)(B).

(c) The holder of a Common Unit that has resulted from the conversion of a Subordinated Unit pursuant to Section 5.7 or Section 11.4 shall not be issued a Common Unit Certificate pursuant to Section 4.1 (if the Common Units are represented by Certificates) and shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.7(c), the General Partner may take whatever steps are required to provide economic uniformity to such Common Units in preparation for a transfer

of such Common Units, including the application of Sections 5.5(c)(ii), 6.1(d)(x) and 6.7(b); provided, however, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units.

Section 6.8 *Special Provisions Relating to the Holders of Incentive Distribution Rights* . Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Incentive Distribution Rights (a) shall (i) possess the rights and obligations provided in this Agreement with respect to a Limited Partner pursuant to Article III and Article VII and (ii) have a Capital Account as a Partner pursuant to Section 5.5 and all other provisions related thereto and (b) shall not (i) be entitled to vote on any matters requiring the approval or vote of the holders of Outstanding Units, except as provided by law, (ii) be entitled to any distributions other than as provided in Sections 6.4(a)(v), (vi) and (vii), Sections 6.4(b)(iii), (iv) and (v), and Section 12.4 or (iii) be allocated items of income, gain, loss or deduction other than as specified in this Article VI.

Section 6.9 *Entity-Level Taxation* . If legislation is enacted or the official interpretation of existing legislation is modified by a governmental authority, which after giving effect to such enactment or modification, results in a Group Member becoming subject to federal, state or local or non-U.S. income or withholding taxes in excess of the amount of such taxes due from the Group Member prior to such enactment or modification (including, for the avoidance of doubt, any increase in the rate of such taxation applicable to the Group Member), then the General Partner may, at its option, reduce the Minimum Quarterly Distribution and the Target Distributions by the amount of income or withholding taxes that are payable by reason of any such new legislation or interpretation (the " ***Incremental Income Taxes*** "), or any portion thereof selected by the General Partner, in the manner provided in this Section 6.9. If the General Partner elects to reduce the Minimum Quarterly Distribution and the Target Distributions for any Quarter with respect to all or a portion of any Incremental Income Taxes, the General Partner shall estimate for such Quarter the Partnership Group's aggregate liability (the " ***Estimated Incremental Quarterly Tax Amount*** ") for all (or the relevant portion of) such Incremental Income Taxes; provided that any difference between such estimate and the actual liability for Incremental Income Taxes (or the relevant portion thereof) for such Quarter may, to the extent determined by the General Partner, be taken into account in determining the Estimated Incremental Quarterly Tax Amount with respect to each Quarter in which any such difference can be determined. For each such Quarter, the Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall be the product obtained by multiplying (a) the amounts therefor that are set out herein prior to the application of this Section 6.9 times (b) the quotient obtained by dividing (i) Available Cash with respect to such Quarter by (ii) the sum of Available Cash with respect to such Quarter and the Estimated Incremental Quarterly Tax Amount for such Quarter, as determined by the General Partner. For purposes of the foregoing, Available Cash with respect to a Quarter will be deemed reduced by the Estimated Incremental Quarterly Tax Amount for that Quarter.

ARTICLE VII

MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management* .

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 7.3, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into or exchangeable for Partnership Interests, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.3 and Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; subject to Section 7.6(a), the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if the same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of Partnership cash;

(vii) the selection, employment, retention and dismissal of employees, officers, agents, internal and outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time) subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expenses and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval that may be required under Section 4.8);

(xiii) the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of Derivative Partnership Interests;

(xiv) the undertaking of any action in connection with the Partnership's participation in the management of any Group Member; and

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each Record Holder and each other Person who may acquire an interest in a Partnership Interest or that is otherwise bound by this Agreement hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement and the Group Member Agreement of each other Group Member, the Underwriting Agreement, the Omnibus Agreement, the Contribution Agreement, and the other agreements described in or filed as exhibits to the IPO Registration Statement that are related to the transactions contemplated by the IPO Registration Statement (collectively, the " ***Transaction Documents*** ") (in each case other than this Agreement, without giving effect to any amendments, supplements or restatements thereof entered into after the date such Person becomes bound by the provisions of this Agreement); (ii) agrees that the General Partner (on its own or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the IPO Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners or the other Persons who may acquire an interest in Partnership Interests or are otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Limited Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

Section 7.2 *Certificate of Limited Partnership* . The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.3(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Limited Partner.

Section 7.3 *Restrictions on the General Partner's Authority to Sell Assets of the Partnership Group* .

Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions without the approval of holders of a Unit Majority; provided, however, that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 7.4 *Reimbursement of the General Partner* .

(a) Except as provided in this Section 7.4 and elsewhere in this Agreement, the General Partner shall not be compensated for its services as a general partner or managing member of any Group Member.

(b) Subject to the Omnibus Agreement, the General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person, including Affiliates of the General Partner, to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses

allocable to the Partnership Group or otherwise incurred by the General Partner or its Affiliates in connection with managing and operating the Partnership Group's business and affairs (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the Partnership Group. Reimbursements pursuant to this Section 7.4 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7. This provision does not affect the ability of the General Partner and its Affiliates to enter into an agreement to provide services to any Group Member for a fee or otherwise than for cost.

(c) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership employee benefit plans, employee programs and employee practices (including plans, programs and practices involving the issuance of Partnership Interests or Derivative Partnership Interests), or cause the Partnership to issue Partnership Interests in connection with, or pursuant to, any employee benefit plan, employee program or employee practice maintained or sponsored by the General Partner or any of its Affiliates in each case for the benefit of employees and directors of the General Partner or any of its Affiliates, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests that the General Partner or such Affiliates are obligated to provide to any employees, consultants and directors pursuant to any such employee benefit plans, employee programs or employee practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests purchased by the General Partner or such Affiliates from the Partnership to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.4(b). Any and all obligations of the General Partner under any employee benefit plans, employee programs or employee practices adopted by the General Partner as permitted by this Section 7.4(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

(d) The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon the revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment of such management fee or fees exceeds the amount of such fee or fees.

Section 7.5 *Outside Activities* .

(a) The General Partner, for so long as it is the General Partner of the Partnership, (i) agrees that its sole business will be to act as a general partner or managing member, as the case may be, of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner or member and to undertake activities that are ancillary or related thereto (including being a Limited Partner in the Partnership) and (ii) shall not engage in any business or activity or incur any debts or liabilities except, in the case of clauses (i) and (ii), in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the IPO Registration Statement, (B) the acquiring, owning or disposing of debt securities or equity interests in any Group Member, (C) subject to the limitations contained in the Omnibus Agreement, the performance of its obligations under the Omnibus Agreement, or (D) its guarantee of certain indebtedness of OCI Chemical, and the granting of a security interest in its assets to secure such guaranty.

(b) Subject to the terms of Section 7.5(c), each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise, to any Group Member or any Partner. None of any Group Member, any Limited Partner or any other Person shall have any rights by virtue of this Agreement, any Group Member Agreement, or the partnership relationship established hereby in any business ventures of any Unrestricted Person.

(c) Subject to the terms of Sections 7.5(a) and (b), but otherwise notwithstanding anything to the contrary in this Agreement, (i) the engaging in competitive activities by any Unrestricted Person (other than the General Partner) in accordance with the provisions of this Section 7.5 is hereby approved by the Partnership and all Partners, (ii) it shall be deemed not to be a breach of any duty or any other obligation of any type whatsoever of the General Partner or any other Unrestricted Person for the Unrestricted Persons (other than the General Partner) to engage in such business interests and activities in preference to or to the exclusion of the Partnership and (iii) the Unrestricted Persons shall have no obligation hereunder or as a result of any duty otherwise existing at law, in equity or otherwise, to present business opportunities to the Partnership. Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner).No Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership, shall have any duty to communicate or offer such opportunity to the Partnership, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership, to any Limited Partner or any other Person bound by this Agreement for breach of any duty by reason of the fact that such Unrestricted Person (including the General Partner) pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Partnership; provided such Unrestricted Person does not engage in such business or activity using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the Closing Date and, except as otherwise provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units and/or other Partnership Interests acquired by them. The term "Affiliates" when used in this Section 7.5(d) with respect to the General Partner shall not include any Group Member.

Section 7.6 *Loans from the General Partner; Loans or Contributions from the Partnership or Group Members .*

(a) The General Partner or any of its Affiliates may lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member for such periods of time and in such amounts as the General Partner may determine; provided, however, that in any such case the lending party may not charge the borrowing party interest at a rate greater than the rate that would be charged the borrowing party or impose terms less favorable to the borrowing party than would be charged or imposed on the borrowing party by unrelated lenders on comparable loans made on an arm's-length basis (without reference to the lending party's financial abilities or guarantees), all as determined by the General Partner. The borrowing party shall reimburse the lending party for any costs (other than any additional interest costs) incurred by the lending party in connection with the borrowing of such funds. For purposes of this Section 7.6(a) and Section 7.6(b), the term "Group Member" shall include any Affiliate of a Group Member that is controlled by the Group Member.

(b) The Partnership may lend or contribute to any Group Member, and any Group Member may borrow from the Partnership, funds on terms and conditions determined by the General Partner. No Group Member may lend funds to the General Partner or any of its Affiliates (other than another Group Member).

(c) No borrowing by any Group Member or the approval thereof by the General Partner shall be deemed to constitute a breach of any duty, expressed or implied, of the General Partner or its Affiliates to the Partnership or the Limited Partners existing hereunder, or existing at law, in equity or otherwise by reason of the fact that the purpose or effect of such borrowing is directly or indirectly to (i) enable distributions to the General Partner or its Affiliates (including in their capacities as Limited Partners) to exceed the General Partner's Percentage Interest of the total amount distributed to all Partners or (ii) hasten the expiration of the Subordination Period or the conversion of any Subordinated Units into Common Units.

Section 7.7 *Indemnification* .

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful; provided, further, no indemnification pursuant to this Section 7.7 shall be available to any Affiliate of the General Partner (other than a Group Member), or to any other Indemnitee, with respect to any such Affiliate's or Indemnitee's obligations pursuant to the Transaction Documents.

(b) Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(c) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.7.

(d) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(e) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's activities or such Person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(f) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(g) In no event may an Indemnitee subject any Partner to personal liability by reason of the indemnification provisions set forth in this Agreement.

(h) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(i) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(j) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8 *Liability of Indemnitees* .

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, any Partner, or any other Persons who have acquired interests in the Partnership Interests or are otherwise bound by this Agreement, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct (whether willful or criminal) or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner or to any other Persons who are bound by this Agreement for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.9 *Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties* .

(a) Unless otherwise expressly provided in this Agreement or any Group Member Agreement, whenever a potential conflict of interest exists or arises between the General Partner (in its individual capacity or its capacity as the General Partner or a Limited Partner) or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, on the other, any resolution or course of action by the General Partner or its Affiliates in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any duty stated or implied by law or equity, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval, (ii) approved by the vote of a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates), (iii) determined by the Board of Directors to be on terms no less favorable to the Partnership than those generally being provided to or available from unrelated third parties or (iv) determined by the Board of Directors to be fair and

reasonable to the Partnership, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Partnership). The General Partner shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval or Unitholder approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not received Special Approval or Unitholder approval. Whenever the General Partner makes a determination to refer any potential conflict of interest to the Conflicts Committee for Special Approval, seek Unitholder approval or adopt a resolution or course of action that has not received Special Approval or Unitholder approval, then the General Partner shall be entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any duty or obligation whatsoever to the Partnership or any Limited Partner, and the General Partner shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard or duty imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in making such determination or taking or declining to take such other action shall be permitted to do so in its sole and absolute discretion. If Special Approval is sought, then it shall be presumed that, in making its decision, the Conflicts Committee acted in good faith, and if the Board of Directors determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above or that a director satisfies the eligibility requirements to be a member of the Conflicts Committee, then it shall be presumed that, in making its decision, the Board of Directors acted in good faith. In any proceeding brought by any Limited Partner or by or on behalf of such Limited Partner or any other Limited Partner or the Partnership challenging any action by the Conflicts Committee with respect to any matter referred to the Conflicts Committee for Special Approval by the General Partner, any determination by the Board of Directors that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above or any determination by the Board of Directors that a director satisfies the eligibility requirements to be a member of the Conflicts Committee, the Person bringing or prosecuting such proceeding shall have the burden of overcoming the presumption that the Conflicts Committee or the Board of Directors, as applicable, acted in good faith. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, the existence of the conflicts of interest described in the IPO Registration Statement are hereby approved by all Partners and shall not constitute a breach of this Agreement or any such duty.

(b) Whenever the General Partner or the Board of Directors of the General Partner, or any committee thereof (including the Conflicts Committee), makes a determination or takes or declines to take any other action, or any Affiliate of the General Partner causes the General Partner to do so, in its capacity as the General Partner of the Partnership as opposed to in its individual capacity, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then, unless another express standard is provided for in this Agreement, the General Partner, the Board of Directors of the General Partner or such committee or such Affiliates causing the General Partner to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any other or different standards (including fiduciary standards) imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. A determination or other action or inaction will conclusively be deemed to be in "good faith" for all purposes of this Agreement, if the Person or Persons making such determination or taking or declining to take such other action subjectively believe that the determination or other action or inaction is in the best interests of the Partnership Group; provided, that if the Board of Directors of the General Partner is making a determination or taking or declining to take an action pursuant to clause (iii) or clause (iv) of the first sentence of Section 7.9(a), then in lieu thereof, such determination or other action or inaction will conclusively be deemed to be in "good faith" for all purposes of this Agreement if the members of the Board of Directors of the General Partner making such determination or taking or declining to take such other action subjectively believe that the determination or other action or inaction meets the standard set forth in clause (iii) or clause (iv) of the first sentence of Section 7.9(a), as applicable; provided further, that if the Board of Directors of the General Partner is making a determination that a director satisfies the eligibility requirements to be a member of a Conflicts Committee, then in lieu thereof, such determination will conclusively be deemed to be in "good faith" for all purposes of this Agreement if the members of the Board of Directors of the General Partner making such determination subjectively believe that the director satisfies the eligibility requirements to be a member of the Conflicts Committee.

(c) Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as the General Partner of the Partnership, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any duty or obligation whatsoever to the Partnership or any Limited Partner, and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the Person or Persons making such determination or taking or declining to take such other action shall be permitted to do so in their sole and absolute discretion. By way of illustration and not of limitation, whenever the phrase, "the General Partner at its option," or some variation of that phrase, is used in this Agreement, it indicates that the General Partner is acting in its individual capacity. For the avoidance of doubt, whenever the General Partner votes or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, it shall be acting in its individual capacity.

(d) The General Partner's organizational documents may provide that determinations to take or decline to take any action in its individual, rather than representative, capacity may or shall be determined by its members, if the General Partner is a limited liability company, stockholders, if the General Partner is a corporation, or the members or stockholders of the General Partner's general partner, if the General Partner is a partnership.

(e) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be at its option.

(f) Except as expressly set forth in this Agreement or required by the Delaware Act, neither the General Partner nor any other Indemnitee shall have any duties or liabilities, including fiduciary duties, to the Partnership or any Limited Partner and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Indemnitee otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Indemnitee.

(g) The Unitholders hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

(h) The Limited Partners expressly acknowledge that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including, without limitation, the tax consequences to Limited Partners based on their particular circumstances) in deciding whether to cause the Partnership to take (or decline to take) any actions, and that the General Partner shall not be liable to the Limited Partners for monetary damages or equitable relief for losses sustained, liabilities incurred or benefits not derived by Limited Partners in connection with such decisions.

Section 7.10 *Other Matters Concerning the General Partner* .

(a) The General Partner and any other Indemnitee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner and any other Indemnitee may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by

it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner or such Indemnitee, respectively, reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers, a duly appointed attorney or attorneys-in-fact or the duly authorized officers of the Partnership or any other Group Member.

Section 7.11 *Purchase or Sale of Partnership Interests* . The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests or Derivative Partnership Interests; provided that, except as permitted pursuant to Section 4.10, the General Partner may not cause any Group Member to purchase Subordinated Units during the Subordination Period. As long as Partnership Interests are held by any Group Member, such Partnership Interests shall not be considered Outstanding for any purpose, except as otherwise provided herein. The General Partner or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise dispose of Partnership Interests for its own account, subject to the provisions of Articles IV and X.

Section 7.12 *Registration Rights of the General Partner and its Affiliates* .

(a) *Demand Registration.* Upon receipt of a Notice from any Holder at any time after the 180th day after the Closing Date, the Partnership shall file with the Commission as promptly as reasonably practicable a registration statement under the Securities Act (each, a " ***Registration Statement*** ") providing for the resale of the Registrable Securities, which may, at the option of the Holder giving such Notice, be a Registration Statement that provides for the resale of the Registrable Securities from time to time pursuant to Rule 415 under the Securities Act. The Partnership shall not be required pursuant to this Section 7.12(a) to file more than one Registration Statement in any twelve-month period nor to file more than three Registration Statements in the aggregate. The Partnership shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as reasonably practicable after the initial filing of the Registration Statement and to remain effective and available for the resale of the Registrable Securities by the Selling Holders named therein until the earlier of (i) six months following such Registration Statement's effective date and (ii) the date on which all Registrable Securities covered by such Registration Statement have been sold. In the event one or more Holders request in a Notice to dispose of a number of Registrable Securities that such Holder or Holders reasonably anticipates will result in gross proceeds of at least $30 million in the aggregate pursuant to a Registration Statement in an Underwritten Offering, the Partnership shall retain underwriters that are reasonably acceptable to such Selling Holders in order to permit such Selling Holders to effect such disposition through an Underwritten Offering; provided the Partnership shall have the exclusive right to select the bookrunning managers. The Partnership and such Selling Holders shall enter into an underwriting agreement in customary form that is reasonably acceptable to the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Registrable Securities therein. No Holder may participate in the Underwritten Offering unless it agrees to sell its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information required under the terms of such underwriting agreement. In the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that in its opinion the inclusion of all or some Registrable Securities would adversely and materially affect the timing or success of the Underwritten Offering, the amount of Registrable Securities that each Selling Holder requested be included in such Underwritten Offering shall be reduced on a Pro Rata basis to the aggregate amount that the managing underwriter deems will not have such material and adverse effect. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter; provided such notice is delivered prior to the launch of such Underwritten Offering.

(b) *Piggyback Registration.* At any time after the 180th day after the Closing Date, if the Partnership shall propose to file a Registration Statement (other than pursuant to a demand made pursuant to Section 7.12(a)) for an offering of Partnership Interests for cash (other than an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or an offering on any registration statement that does

not permit secondary sales), the Partnership shall notify all Holders of such proposal at least five business days before the proposed filing date. The Partnership shall use commercially reasonable efforts to include such number of Registrable Securities held by any Holder in such Registration Statement as each Holder shall request in a Notice received by the Partnership within two business days of such Holder's receipt of the notice from the Partnership. If the Registration Statement about which the Partnership gives notice under this Section 7.12(b) is for an Underwritten Offering, then any Holder's ability to include its desired amount of Registrable Securities in such Registration Statement shall be conditioned on such Holder's inclusion of all such Registrable Securities in the Underwritten Offering; provided that, in the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that in its opinion the inclusion of all or some Registrable Securities would adversely and materially affect the timing or success of the Underwritten Offering, the amount of Registrable Securities that each Selling Holder requested be included in such Underwritten Offering shall be reduced on a Pro Rata basis to the aggregate amount that the managing underwriter deems will not have such material and adverse effect. In connection with any such Underwritten Offering, the Partnership and the Selling Holders involved shall enter into an underwriting agreement in customary form that is reasonably acceptable to the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Registrable Securities therein. No Holder may participate in the Underwritten Offering unless it agrees to sells its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter; provided such notice is delivered prior to the launch of such Underwritten Offering. The Partnership shall have the right to terminate or withdraw any Registration Statement or Underwritten Offering initiated by it under this Section 7.12(b) prior to the effective date of the Registration Statement or the pricing date of the Underwritten Offering, as applicable.

(c) *Sale Procedures.* In connection with its obligations under this Section 7.12, the Partnership shall:

(i) furnish to each Selling Holder (A) as far in advance as reasonably practicable before filing a Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing a Registration Statement or supplement or amendment thereto, and (B) such number of copies of such Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement; provided that the Partnership will not have any obligation to provide any document pursuant to clause (B) hereof that is available on the Commission's website;

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

(iii) promptly notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (A) the filing of a Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; and (B) any written comments from the Commission with respect to any Registration Statement or any document incorporated by reference therein and any written request by the Commission for amendments or supplements to a Registration Statement or any prospectus or prospectus supplement thereto;

(iv) immediately notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (A) the occurrence of any event or existence of any fact (but not a description of such event or fact) as a result of which the prospectus or prospectus supplement contained in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the prospectus contained therein, in the light of the circumstances under which a statement is made); (B) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement, or the initiation of any proceedings for that purpose; or (C) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, subject to Section 7.12(f), the Partnership agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto; and

(v) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of the Registrable Securities, including the provision of comfort letters and legal opinions as are customary in such securities offerings.

(d) *Suspension.* Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in Section 7.12(c)(iv), shall forthwith discontinue disposition of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by such subsection or until it is advised in writing by the Partnership that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus.

(e) *Expenses.* Except as set forth in an underwriting agreement for the applicable Underwritten Offering or as otherwise agreed between a Selling Holder and the Partnership, all costs and expenses of a Registration Statement filed or an Underwritten Offering that includes Registrable Securities pursuant to this Section 7.12 (other than underwriting discounts and commissions on Registrable Securities and fees and expenses of counsel and advisors to Selling Holders) shall be paid by the Partnership.

(f) *Delay Right.* Notwithstanding anything to the contrary herein, if the General Partner determines that the Partnership's compliance with its obligations in this Section 7.12 would be detrimental to the Partnership because such registration would (x) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to postpone compliance with such obligations for a period of not more than six months; provided that such right may not be exercised more than twice in any 24-month period.

(g) *Indemnification* .

(i) In addition to and not in limitation of the Partnership's obligation under Section 7.7, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless each Holder selling Registrable Securities under a Registration Statement pursuant to this Section 7.12, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, " ***Indemnified Persons*** ") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(g) as a "claim" and in the plural as "claims")

based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus under which any Registrable Securities were registered or sold under the Securities Act, or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(ii) Each Selling Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Partnership, the General Partner's officers and directors and each Person who controls the Partnership or the General Partner (within the meaning of the Securities Act) and any agent thereof to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in a Registration Statement, prospectus or free writing prospectus relating the Registrable Securities held by such Selling Holder.

(iii) The provisions of this Section 7.12(g) shall be in addition to any other rights to indemnification or contribution that an indemnified Person may have pursuant to law, equity, contract or otherwise.

Section 7.13 *Reliance by Third Parties* . Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting* . The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.3(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the register of the Record Holders of Units or other Partnership Interests, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, punch cards, magnetic tape, photographs, micrographics or any other information storage device; provided, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP. The Partnership shall not be required to keep books maintained on a cash basis and the General

Partner shall be permitted to calculate cash-based measures, including Operating Surplus and Adjusted Operating Surplus, by making such adjustments to its accrual basis books to account for non-cash items and other adjustments as the General Partner determines to be necessary or appropriate.

Section 8.2 *Fiscal Year* . The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports* .

(a) As soon as practicable, but in no event later than 105 days after the close of each fiscal year of the Partnership (or such shorter period as required by the Commission), the General Partner shall cause to be mailed or made available, by any reasonable means (including posting on or accessible through the Partnership's or the Commission's website) to each Record Holder of a Unit as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner, and such other information as may be required by applicable law, regulation or rule of the Commission or any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(b) As soon as practicable, but in no event later than 50 days after the close of each Quarter (or such shorter period as required by the Commission) except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means (including posting on or accessible through the Partnership's or the Commission's website) to each Record Holder of a Unit, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of the Commission or any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

ARTICLE IX

TAX MATTERS

Section 9.1 *Tax Returns and Information* . The Partnership shall timely file all returns of the Partnership that are required for federal, state and local income tax purposes on the basis of the accrual method and the taxable period or year that it is required by law to adopt, from time to time, as determined by the General Partner. In the event the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for federal, state and local income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for federal income tax purposes.

Section 9.2 *Tax Elections* .

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest quoted closing price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(f) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies* . Subject to the provisions hereof, the General Partner is designated as the "tax matters partner" (as defined in Section 6231(a)(7) of the Code) and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner and to do or refrain from doing any or all things reasonably required by the General Partner to conduct such proceedings.

Section 9.4 *Withholding* . Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code, or established under any foreign law. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 or Section 12.4(c) in the amount of such withholding from such Partner.

ARTICLE X

ADMISSION OF PARTNERS

Section 10.1 *Admission of Limited Partners* .

(a) Upon the issuance by the Partnership of Common Units, Subordinated Units and Incentive Distribution Rights to the General Partner, OCI Holdings and the IPO Underwriters in connection with the Initial Public Offering as described in Article V, such Persons shall, by acceptance of such Partnership Interests, and upon becoming the Record Holders of such Partnership Interests, be admitted to the Partnership as Initial Limited Partners in respect of the Common Units, Subordinated Units or Incentive Distribution Rights issued to them and be bound by this Agreement, all with or without execution of this Agreement by such Persons.

(b) By acceptance of any Limited Partner Interests transferred in accordance with Article IV or acceptance of any Limited Partner Interests issued pursuant to Article V or pursuant to a merger, consolidation or conversion pursuant to Article XIV, and except as provided in Section 4.9, each transferee of, or other such Person acquiring, a Limited Partner Interest (including any nominee, agent or representative acquiring such Limited Partner Interests for the account of another Person or Group, who shall be subject to Section 10.1(c) below) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when such Person becomes the Record Holder of the Limited Partner Interests so transferred or acquired, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) shall be deemed to represent that the transferee or acquirer has the capacity, power and authority to enter into this Agreement, and (iv) shall be deemed to make any consents, acknowledgements or waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Limited Partner without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and becoming the Record Holder of such Limited Partner Interest. The rights and obligations of a Person who is an Ineligible Holder shall be determined in accordance with Section 4.9.

(c) With respect to any Limited Partner that holds Units representing Limited Partner Interests for another Person's account (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such Limited Partner shall, in exercising the rights of a Limited Partner in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, take all action as a Limited Partner by virtue of being the Record Holder of such Units at the

direction of the Person who is the beneficial owner, and the Partnership shall be entitled to assume such Limited Partner is so acting without further inquiry.

(d) The name and mailing address of each Record Holder shall be listed on the books of the Partnership maintained for such purpose by the Partnership or the Transfer Agent. The General Partner shall update the books of the Partnership from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable).

(e) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(b).

Section 10.2 *Admission of Successor General Partner* . A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or 11.2 or the transfer of the General Partner Interest pursuant to Section 4.6, provided, however, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor is hereby authorized to and shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.3 *Amendment of Agreement and Certificate of Limited Partnership* . To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

ARTICLE XI

WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner* .

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an " ***Event of Withdrawal*** ");

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) if the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) if the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) if the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) if the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise upon the termination of the General Partner. If an Event of Withdrawal specified in Section 11.1(a)(iv), (v) or (vi)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the Closing Date and ending at 12:00 midnight, Eastern Time, on September 30, 2023 the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners; provided, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel (" ***Withdrawal Opinion of Counsel*** ") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed); (ii) at any time after 12:00 midnight, Eastern Time, on September 30, 2023 the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), the holders of a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.2.

Section 11.2 *Removal of the General Partner* . The General Partner may be removed if such removal is approved by the Unitholders holding at least 66 2/3% of the Outstanding Units (including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the Unitholders holding a majority of the outstanding Common Units voting as a class and Unitholders holding a majority of the outstanding Subordinated Units (if any Subordinated Units are then Outstanding) voting as a class (including, in each case, Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.2. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.2, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing

member. The right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.2.

Section 11.3 *Interest of Departing General Partner and Successor General Partner* .

(a) In the event of (i) withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement or (ii) removal of the General Partner by the holders of Outstanding Units under circumstances where Cause does not exist, if the successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2, the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner, to require its successor to purchase its General Partner Interest and its or its Affiliates' general partner interest (or equivalent interest), if any, in the other Group Members and all of its or its Affiliates' Incentive Distribution Rights (collectively, the " ***Combined Interest*** ") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its withdrawal or removal. If the General Partner is removed by the Unitholders under circumstances where Cause exists or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.4, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest. In making its determination, such third independent investment banking firm or other independent expert may consider the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner, the value of the Incentive Distribution Rights and the General Partner Interest and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall become a Limited Partner and its Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest of the Departing General Partner to Common Units will be characterized as if the Departing General Partner (or its transferee) contributed its Combined Interest to the Partnership in exchange for the newly issued Common Units.

(c) If a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner) and the option described in Section 11.3(a) is not exercised by the party entitled to do so, the successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the Partnership cash in the amount equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner Interest of the Departing General Partner by (B) a percentage equal to 100% less the Percentage Interest of the General Partner Interest of the Departing General Partner and (y) the Net Agreed Value of the Partnership's assets on such date. In such event, such successor General Partner shall, subject to the following sentence, be entitled to its Percentage Interest of all Partnership allocations and distributions to which the Departing General Partner was entitled. In addition, the successor General Partner shall cause this Agreement to be amended to reflect that, from and after the date of such successor General Partner's admission, the successor General Partner's interest in all Partnership distributions and allocations shall be its Percentage Interest.

Section 11.4 *Termination of Subordination Period, Conversion of Subordinated Units and Extinguishment of Cumulative Common Unit Arrearages* . Notwithstanding any provision of this Agreement, if the General Partner is removed as general partner of the Partnership under circumstances where Cause does not exist and Units held by the General Partner and its Affiliates are not voted in favor of such removal, (i) the Subordination Period will end and all Outstanding Subordinated Units will immediately and automatically convert into Common Units on a one-for-one basis, provided, however, that such converted Subordinated Unit shall remain subject to the provisions of Section 6.7(c), (ii) all Cumulative Common Unit Arrearages on the Common Units will be extinguished and (iii) the General Partner will have the right to convert its General Partner Interest and its Incentive Distribution Rights into Common Units or to receive cash in exchange therefor in accordance with Section 11.3.

Section 11.5 *Withdrawal of Limited Partners* . No Limited Partner shall have any right to withdraw from the Partnership; provided, however, that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution* . The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, Section 11.2 or Section 12.2, the Partnership shall not be dissolved and such successor General Partner shall continue the business of the Partnership. The Partnership shall dissolve, and (subject to Section 12.2) its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and a Withdrawal Opinion of Counsel is received as provided in Section 11.1(b) or 11.2 and such successor is admitted to the Partnership pursuant to Section 10.2;

(b) an election to dissolve the Partnership by the General Partner that is approved by the holders of a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership After Dissolution* . Upon (a) dissolution of the Partnership following an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or (iii) and the failure of the Partners to select a successor to such Departing General

Partner pursuant to Section 11.1 or Section 11.2, then within 90 days thereafter, or (b) dissolution of the Partnership upon an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), (v) or (vi), then, to the maximum extent permitted by law, within 180 days thereafter, the holders of a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as a successor General Partner a Person approved by the holders of a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided, that the right of the holders of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability of any Limited Partner under the Delaware Act and (y) neither the Partnership nor any Group Member would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator* . Upon dissolution of the Partnership, unless the business of the Partnership is continued pursuant to Section 12.2, the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units voting as a single class. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units voting as a single class. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units voting as a single class. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.3) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation* . The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's

assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be distributed as additional liquidation proceeds.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704- 1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable period (or, if later, within 90 days after said date of such occurrence).

Section 12.5 *Cancellation of Certificate of Limited Partnership* . Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions* . The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition* . To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration* . No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable year of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

ARTICLE XIII

AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner* . Each Partner agrees that the General Partner, without the approval of any Partner, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for federal income tax purposes;

(d) a change that the General Partner determines, (i) does not adversely affect the Limited Partners considered as a whole or any particular class of Partnership Interests as compared to other classes of Partnership Interests in any material respect (except as permitted by subsection (g) of this Section 13.1), (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.9 or (iv) is required to effect the intent expressed in the IPO Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable year of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Partnership including, if the General Partner shall so determine, a change in the definition of "Quarter" and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the authorization or issuance of any class or series of Partnership Interests pursuant to Section 5.6;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement or Plan of Conversion approved in accordance with Section 14.3;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4 or Section 7.1(a);

(k) a merger, conveyance or conversion pursuant to Section 14.3(d) or Section 14.3(e); or

(i) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures* . Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so free of any duty or obligation whatsoever to the Partnership, any Limited Partner or any other Person bound by this Agreement, and, in declining to propose or approve an amendment to this Agreement, to the fullest extent permitted by law shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement,

any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve any amendment to this Agreement shall be permitted to do so in its sole and absolute discretion. An amendment to this Agreement shall be effective upon its approval by the General Partner and, except as otherwise provided by Section 13.1 or Section 13.3, the holders of a Unit Majority, unless a greater or different percentage of Outstanding Units is required under this Agreement. Each proposed amendment that requires the approval of the holders of a specified percentage of Outstanding Units shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of Outstanding Units or call a meeting of the Unitholders to consider and vote on such proposed amendment. The General Partner shall notify all Record Holders upon final adoption of any amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has posted or made accessible such amendment through the Partnership's or the Commission's website.

Section 13.3 *Amendment Requirements* .

(a) Notwithstanding the provisions of Section 13.1 and Section 13.2, no provision of this Agreement that establishes a percentage of Outstanding Units (including Units deemed owned by the General Partner) required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of (i) in the case of any provision of this Agreement other than Section 11.2 or Section 13.4, reducing such percentage or (ii) in the case of Section 11.2 or Section 13.4, increasing such percentages, unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units whose aggregate Outstanding Units constitute (x) in the case of a reduction as described in subclause (a)(i) hereof, not less than the voting requirement sought to be reduced, (y) in the case of an increase in the percentage in Section 11.2, not less than 90% of the Outstanding Units, or (z) in the case of an increase in the percentage in Section 13.4, not less than a majority of the Outstanding Units.

(b) Notwithstanding the provisions of Section 13.1 and Section 13.2, no amendment to this Agreement may (i) enlarge the obligations of any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c) or (ii) enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 14.3, and without limitation of the General Partner's authority to adopt amendments to this Agreement without the approval of any Partners as contemplated in Section 13.1, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Outstanding Units voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of the holders of at least 90% of the Outstanding Units.

Section 13.4 *Special Meetings* . All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special meeting and indicating the specific purposes for which the special meeting is to be called and the class or classes of Units for which the meeting is proposed. No business may be brought by any Limited Partner before such special meeting except the business

listed in the related request. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the time notice of the meeting is given as provided in Section 16.1. Limited Partners shall not be permitted to vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business. If any such vote were to take place, it shall be deemed null and void to the extent necessary so as not to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting* . Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1.

Section 13.6 *Record Date* . For purposes of determining the Limited Partners who are Holders of the class or classes of Limited Partner Interests entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11, the General Partner shall set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which such Limited Partners are requested in writing by the General Partner to give such approvals.

Section 13.7 *Postponement and Adjournment* . Prior to the date upon which any meeting of Limited Partners is to be held, the General Partner may postpone such meeting one or more times for any reason by giving notice to each Limited Partner entitled to vote at the meeting so postponed of the place, date and hour at which such meeting would be held. Such notice shall be given not fewer than two days before the date of such meeting and otherwise in accordance with this Article XIII. When a meeting is postponed, a new Record Date need not be fixed unless such postponement shall be for more than 45 days. Any meeting of Limited Partners may be adjourned by the General Partner one or more times for any reason, including the failure of a quorum to be present at the meeting with respect to any proposal or the failure of any proposal to receive sufficient votes for approval. No Limited Partner vote shall be required for any adjournment. A meeting of Limited Partners may be adjourned by the General Partner as to one or more proposals regardless of whether action has been taken on other matters. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting* . The transactions of any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to disapprove of any matters submitted for consideration or to object to the failure to submit for consideration any matters required to be included in the notice of the meeting, but not so included, if such objection is expressly made at the beginning of the meeting.

Section 13.9 *Quorum and Voting* . The presence, in person or by proxy, of holders of a majority of the Outstanding Units of the class or classes for which a meeting has been called (including Outstanding Units deemed owned by the General Partner) shall constitute a quorum at a meeting of Limited Partners of such class or classes unless any such action by the Limited Partners requires approval by holders of a greater percentage of such Units, in which case the quorum shall be such greater percentage. At any meeting of the Limited Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Limited Partners holding Outstanding Units that in the aggregate represent a majority of the Outstanding Units entitled to vote at such meeting shall be deemed to constitute the act of all Limited Partners, unless a different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Limited Partners holding Outstanding Units that in the aggregate represent at least such different percentage shall be required. The Limited Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the exit of enough Limited Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of Outstanding Units specified in this Agreement.

Section 13.10 *Conduct of a Meeting* . The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the submission and revocation of approvals in writing.

Section 13.11 *Action Without a Meeting* . If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage of the Outstanding Units (including Units deemed owned by the General Partner) that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing. The General Partner may specify that any written ballot submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Outstanding Units held by such Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Outstanding Units that were not voted. If approval of the taking of any permitted action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) approvals sufficient to take the action proposed are deposited with the Partnership in care of the General Partner, (b) approvals sufficient to take the action proposed are dated as of a date not more than 90 days prior to the date sufficient approvals are first deposited with the Partnership and (c) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners.

Section 13.12 *Right to Vote and Related Matters* .

(a) Only those Record Holders of the Outstanding Units on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of "Outstanding") shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the

Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person that is the Record Holder (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), such Record Holder shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume such Record Holder is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

Section 13.13 *Voting of Incentive Distribution Rights* .

(a) For so long as a majority of the Incentive Distribution Rights are held by the General Partner and its Affiliates, the holders of the Incentive Distribution Rights shall not be entitled to vote such Incentive Distribution Rights on any Partnership matter except as may otherwise be required by law, and the holders of the Incentive Distribution Rights, in their capacity as such, shall be deemed to have approved any matter approved by the General Partner.

(b) For so long as less than a majority of the Incentive Distribution Rights are held by the General Partner and its Affiliates, the Incentive Distribution Rights will be entitled to vote on all matters submitted to a vote of Unitholders, other than amendments to this Agreement and other matters that the General Partner determines do not adversely affect the holders of the Incentive Distribution Rights as a whole in any material respect. On any matter in which the holders of Incentive Distribution Rights are entitled to vote, such holders will vote together with the Subordinated Units, prior to the end of the Subordination Period, or together with the Common Units, thereafter, in either case as a single class except as otherwise required by Section 13.3(c), and such Incentive Distribution Rights shall be treated in all respects as Subordinated Units or Common Units, as applicable, when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement. The relative voting power of the Incentive Distribution Rights and the Subordinated Units or Common Units, as applicable, will be set in the same proportion as cumulative cash distributions, if any, in respect of the Incentive Distribution Rights for the four consecutive Quarters prior to the record date for the vote bears to the cumulative cash distributions in respect of such class of Units for such four Quarters.

(c) Notwithstanding Section 13.13(b), in connection with any equity financing, or anticipated equity financing, by the Partnership of an Expansion Capital Expenditure, the General Partner may, without the approval of the holders of the Incentive Distribution Rights, temporarily or permanently reduce the amount of Incentive Distributions that would otherwise be distributed to such holders, provided that in the judgment of the General Partner, such reduction will be in the long-term best interest of the holders of the Incentive Distribution Rights.

ARTICLE XIV

MERGER, CONSOLIDATION OR CONVERSION

Section 14.1 *Authority* . The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a partnership (whether general or limited (including a limited liability partnership)) or convert into any such entity, whether such entity is formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written plan of merger or consolidation (" ***Merger Agreement*** ") or a written plan of conversion (" ***Plan of Conversion*** "), as the case may be, in accordance with this Article XIV.

Section 14.2 *Procedure for Merger, Consolidation or Conversion* .

(a) Merger, consolidation or conversion of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, provided, however, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger, consolidation or conversion of the Partnership and may decline to do so free of any duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to consent to a merger, consolidation or conversion, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to consent to any merger, consolidation or conversion of the Partnership shall be permitted to do so in its sole and absolute discretion.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) name and state of domicile of each of the business entities proposing to merge or consolidate;

(ii) the name and state of domicile of the business entity that is to survive the proposed merger or consolidation (the " ***Surviving Business Entity*** ");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (A) if any general or limited partner interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or interests, rights, securities or obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity) which the holders of such general or limited partner interests, securities or rights are to receive in exchange for, or upon conversion of their interests, securities or rights, and (B) in the case of securities represented by certificates, upon the surrender of such certificates, which cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, operating agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (provided, that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate of merger and stated therein); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

(c) If the General Partner shall determine to consent to the conversion, the General Partner shall approve the Plan of Conversion, which shall set forth:

(i) the name of the converting entity and the converted entity;

(ii) a statement that the Partnership is continuing its existence in the organizational form of the converted entity;

(iii) a statement as to the type of entity that the converted entity is to be and the state or country under the laws of which the converted entity is to be incorporated, formed or organized;

(iv) the manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the converted entity;

(v) in an attachment or exhibit, the certificate of limited partnership of the Partnership; and

(vi) in an attachment or exhibit, the certificate of limited partnership, articles of incorporation, or other organizational documents of the converted entity;

(vii) the effective time of the conversion, which may be the date of the filing of the articles of conversion or a later date specified in or determinable in accordance with the Plan of Conversion (provided, that if the effective time of the conversion is to be later than the date of the filing of such articles of conversion, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such articles of conversion and stated therein); and

(viii) such other provisions with respect to the proposed conversion that the General Partner determines to be necessary or appropriate.

Section 14.3 *Approval by Limited Partners* . Except as provided in Section 14.3(d) and Section 14.3(e), the General Partner, upon its approval of the Merger Agreement or the Plan of Conversion, as the case may be, shall direct that the Merger Agreement or the Plan of Conversion, as applicable, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement or the Plan of Conversion, as the case may be, shall be included in or enclosed with the notice of a special meeting or the written consent and, subject to any applicable requirements of Regulation 14A pursuant to the Exchange Act or successor provision, no other disclosure regarding the proposed merger, consolidation or conversion shall be required.

(a) Except as provided in Section 14.3(d) and Section 14.3(e), the Merger Agreement or Plan of Conversion, as the case may be, shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority unless the Merger Agreement or Plan of Conversion, as the case may be, effects an amendment to any provision of this Agreement that, if contained in an amendment to this Agreement adopted pursuant to Article XIII, would require for its approval the vote or consent of a greater percentage of the Outstanding Units or of any class of Limited Partners, in which case such greater percentage vote or consent shall be required for approval of the Merger Agreement or the Plan of Conversion, as the case may be.

(b) Except as provided in Section 14.3(d) and Section 14.3(e), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger or articles of conversion pursuant to Section 14.4, the merger, consolidation or conversion may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement or Plan of Conversion, as the case may be.

(c) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the Partnership’s assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the conversion, merger or conveyance, as the case may be, would not result in the loss of limited liability under the laws of the jurisdiction

governing the other limited liability entity (if that jurisdiction is not Delaware) of any Limited Partner as compared to its limited liability under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not previously treated as such), (ii) the sole purpose of such conversion, merger, or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the General Partner determines that the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

(d) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into another limited liability entity if (i) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability of any Limited Partner under the laws of the jurisdiction governing the other limited liability entity (if that jurisdiction is not Delaware) as compared to its limited liability under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not previously treated as such), (ii) the merger or consolidation would not result in an amendment to this Agreement, other than any amendments that could be adopted pursuant to Section 13.1, (iii) the Partnership is the Surviving Business Entity in such merger or consolidation, (iv) each Unit outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Unit of the Partnership after the effective date of the merger or consolidation, and (v) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests (other than Incentive Distribution Rights) Outstanding immediately prior to the effective date of such merger or consolidation.

(e) Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (i) effect any amendment to this Agreement or (ii) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.3 shall be effective at the effective time or date of the merger or consolidation.

Section 14.4 *Certificate of Merger or Certificate of Conversion* . Upon the required approval by the General Partner and the Unitholders of a Merger Agreement or the Plan of Conversion, as the case may be, a certificate of merger or certificate of conversion or other filing, as applicable, shall be executed and filed with the Secretary of State of the State of Delaware or the appropriate filing office of any other jurisdiction, as applicable, in conformity with the requirements of the Delaware Act or other applicable law.

Section 14.5 *Effect of Merger, Consolidation or Conversion* .

(a) At the effective time of the merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) At the effective time of the conversion:

(i) the Partnership shall continue to exist, without interruption, but in the organizational form of the converted entity rather than in its prior organizational form;

(ii) all rights, title, and interests to all real estate and other property owned by the Partnership shall continue to be owned by the converted entity in its new organizational form without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon;

(iii) all liabilities and obligations of the Partnership shall continue to be liabilities and obligations of the converted entity in its new organizational form without impairment or diminution by reason of the conversion;

(iv) all rights of creditors or other parties with respect to or against the prior interest holders or other owners of the Partnership in their capacities as such in existence as of the effective time of the conversion will continue in existence as to those liabilities and obligations and may be pursued by such creditors and obligees as if the conversion did not occur;

(v) a proceeding pending by or against the Partnership or by or against any of the Partners in their capacities as such may be continued by or against the converted entity in its new organizational form and by or against the prior partners without any need for substitution of parties; and

(vi) the Partnership Interests that are to be converted into partnership interests, shares, evidences of ownership, or other securities in the converted entity as provided in the Plan of Conversion shall be so converted, and Partners shall be entitled only to the rights provided in the Plan of Conversion.

ARTICLE XV

RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1 *Right to Acquire Limited Partner Interests* .

(a) Notwithstanding any other provision of this Agreement, if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership, beneficial owners or any Affiliate of the General Partner, exercisable at its option, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three Business Days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the applicable Transfer Agent notice of such election to purchase (the " ***Notice of Election to Purchase*** ") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner), together with such information as may be required by law, rule or regulation, at least 10, but not more than 90, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be filed and distributed as may be required by the Commission or any National Securities Exchange on which such Limited Partner Interests are listed. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates

representing such Limited Partner Interests, in the case of Limited Partner Interests evidenced by Certificates, or instructions agreeing to such redemption in exchange for payment, at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent or exchange agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate or redemption instructions shall not have been surrendered for purchase or provided, respectively, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Article IV, Article V, Article VI, and Article XII) shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests, in the case of Limited Partner Interests evidenced by Certificates, or instructions agreeing to such redemption, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent or the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the Record Holder of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the Record Holder of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Article IV, Article V, Article VI and Article XII).

(c) In the case of Limited Partner Interests evidenced by Certificates, at any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest subject to purchase as provided in this Section 15.1 may surrender his Certificate evidencing such Limited Partner Interest to the Transfer Agent in exchange for payment of the amount described in Section 15.1(a), therefor, without interest thereon, in accordance with procedures set forth by the General Partner.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 *Addresses and Notices; Written Communications* .

(a) Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner at the address described below. Except as otherwise provided herein, any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise. Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report addressed to a Record Holder at the address of such Record Holder appearing on the books and records of the Transfer Agent or the Partnership is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, such notice, payment or report and any subsequent notices, payments and reports shall be

deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

(b) The terms "in writing", "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 16.2 *Further Action* . The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.3 *Binding Effect* . This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.4 *Integration* . This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.5 *Creditors* . None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.6 *Waiver* . No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 16.7 *Third-Party Beneficiaries* . Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee and (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person.

Section 16.8 *Counterparts* . This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest, pursuant to Section 10.1(a) or (b) without execution hereof.

Section 16.9 *Applicable Law; Forum; Venue and Jurisdiction; Waiver of Trial by Jury* .

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

(b) Each of the Partners and each Person or Group holding any beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise):

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among Partners or of Partners to the Partnership, or the rights or powers of, or restrictions on, the Partners or the Partnership), (B) brought in a derivative manner on

behalf of the Partnership, (C) asserting a claim of breach of a duty (including a fiduciary duty) owed by any director, officer, or other employee of the Partnership or the General Partner, or owed by the General Partner, to the Partnership or the Partners, (D) asserting a claim arising pursuant to any provision of the Delaware Act or (E) asserting a claim governed by the internal affairs doctrine shall be exclusively brought in the Court of Chancery of the State of Delaware, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims;

(ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

Section 16.10 *Invalidity of Provisions* . If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and/or parts thereof contained herein shall not be affected thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions and/or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 16.11 *Consent of Partners* . Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 16.12 *Facsimile and Email Signatures* . The use of facsimile signatures and signatures delivered by email in portable document format (.pdf) affixed in the name and on behalf of the transfer agent and registrar of the Partnership on certificates representing Common Units is expressly permitted by this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF , the parties hereto have executed this Agreement as of the date first written above.

GENERAL PARTNER:

OCI RESOURCE PARTNERS LLC

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

ORGANIZATIONAL LIMITED PARTNER:

OCI WYOMING HOLDING CO.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

EXHIBIT A
to the First Amended and Restated
Agreement of Limited Partnership of
OCI Resources LP

Certificate Evidencing Common Units
Representing Limited Partner Interests in
OCI Resources LP

No. Common Units

In accordance with Section 4.1 of the First Amended and Restated Agreement of Limited Partnership of OCI Resources LP, as amended, supplemented or restated from time to time (the "Partnership Agreement"), OCI Resources LP, a Delaware limited partnership (the "Partnership"), hereby certifies that (the "Holder") is the registered owner of Common Units representing limited partner interests in the Partnership (the "Common Units") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 625 Liberty Avenue, Pittsburgh, Pennsylvania 15222. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF OCI RESOURCES LP THAT THIS SECURITY MAY NOT BE TRANSFERRED IF SUCH TRANSFER (AS DEFINED IN THE PARTNERSHIP AGREEMENT) WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF OCI RESOURCES LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE OCI RESOURCES LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THE GENERAL PARTNER OF OCI RESOURCES LP MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF OCI RESOURCES LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL EXECUTIVE OFFICES OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, and (iii) made the waivers and given the consents and approvals contained in the Partnership Agreement.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent. This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware

Dated: _____

OCI Resources LP

By: OCI RESOURCE PARTNERS LLC,
Its General Partner

By: _____

By: _____

Countersigned and Registered by:

Wells Fargo Shareowner Services
as Transfer Agent and Registrar

By: _____
Authorized Signature

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM — as tenants in common	UNIF GIFT TRANSFERS MIN ACT
TEN ENT — as tenants by the entireties	Custodian (Cust) (Minor)
JT TEN — as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts/Transfers to CD Minors Act (State)

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS OF
OCI RESOURCES LP

FOR VALUE RECEIVED, hereby assigns, conveys, sells and transfers unto

(Please print or typewrite name and address of assignee)	(Please insert Social Security or other identifying number of assignee)

Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint as its attorney-in-fact with full power of substitution to transfer the same on the books of OCI Resources LP.

Date: _____

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

_____
(Signature)

_____
(Signature)

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer.

Exhibit 3.2

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

OCI RESOURCE PARTNERS LLC

A Delaware Limited Liability Company

Dated as of

September 18 , 2013

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
OCI RESOURCE PARTNERS LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this " ***Agreement*** ") of OCI RESOURCE PARTNERS LLC (the " ***Company*** "), dated as of September 18, 2013, is adopted, executed and agreed to by OCI Wyoming Holding Co., a Delaware corporation, as the sole member of the Company (in such capacity, the " ***Sole Member*** ").

RECITALS :

WHEREAS, the Company was formed as a Delaware limited liability company on April 22, 2013;

WHEREAS, the Sole Member of the Company executed the Limited Liability Company Agreement of OCI Resource Partners LLC, dated as of April 25, 2013 (the " ***Original Limited Liability Company Agreement*** "); and

WHEREAS, the Sole Member of the Company deems it advisable to amend and restate the Original Limited Liability Company Agreement in its entirety as set forth herein.

NOW THEREFORE, for and in consideration of the premises, the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sole Member hereby amends and restates the Original Limited Liability Company Agreement in its entirety as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions*

(a) As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

" ***Act*** " means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

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

" ***Agreement*** " is defined in the introductory paragraph, as the same may be amended, modified, supplemented or restated from time to time.

" ***Audit Committee*** " is defined in Section 5.10(b) .

" ***Audit Committee Independent Director*** " is defined in Section 5.10(b) .

" ***Board*** " is defined in Section 5.1(b) .

" ***Business Day*** " means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of Georgia shall not be regarded as a Business Day.

" ***Capital Contribution*** " means any cash, cash equivalents or the net agreed value of any property (other than cash) that the Sole Member contributes to the Company or that is contributed or deemed contributed to the Company on behalf of the Sole Member.

" ***Commission*** " means the United States Securities and Exchange Commission.

" ***Common Units*** " is defined in the Partnership Agreement.

" ***Company*** " is defined in the introductory paragraph.

" ***Conflicts Committee*** " is defined in the Partnership Agreement.

" ***Conflicts Committee Charter*** " is defined in Section 5.10(c) .

" ***Delaware Certificate*** " is defined in Section 2.1 .

" ***Director*** " or " ***Directors*** " means a member or members of the Board.

" ***Group Member*** " is defined in the Partnership Agreement.

" ***Indemnitee*** " means any of (a) the Sole Member, (b) any Person who is or was an Affiliate of the Company (other than any Group Member), (c) any Person who is or was a manager, member, partner, director, officer, fiduciary or trustee of the Company or any Affiliate of the Company (other than any Group Member), (d) any Person who is or was serving at the request of the Company or any Affiliate of the Company as an officer, director, member, manager, partner, fiduciary or trustee of another Person; *provided, however* , that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (e) any Person the Board designates as an "Indemnitee" for purposes of this Agreement.

" ***Limited Partner*** " and " ***Limited Partners*** " are defined in the Partnership Agreement.

" ***Membership Interest*** " means the Sole Member's limited liability company interests in the Company, including its share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company.

" ***Notices*** " is defined in Section 11.2 .

" ***Omnibus Agreement*** " is defined in the Partnership Agreement.

" ***Original Limited Liability Company Agreement*** " is defined in the Recitals.

" ***Partnership*** " means OCI Resources LP, a Delaware limited partnership.

" ***Partnership Agreement*** " means the First Amended and Restated Agreement of Limited Partnership of OCI Resources LP, to be dated as of September 18, 2013, as it may be further amended, supplemented or restated from time to time.

" ***Partnership Group*** " is defined in the Partnership Agreement.

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

" ***Registration Statement*** " is defined in Section 5.10(b) .

" ***Sole Member*** " is defined in the introductory paragraph.

" ***Special Approval*** " is defined in the Partnership Agreement.

" ***Subsidiary*** " is defined in the Partnership Agreement.

" ***Treasury Regulations*** " means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Internal Revenue Code of 1986, as amended from time to time. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

(b) Other terms defined herein have the meanings so given them.

Section 1.2 *Construction* . Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II
ORGANIZATION

Section 2.1 *Formation* . The Company was formed as a Delaware limited liability company by the filing of a Certificate of Formation (the " ***Delaware Certificate*** ") on April 22,

2013 with the Secretary of State of the State of Delaware under and pursuant to the Act and by the entering into of the Original Limited Liability Company Agreement. The Sole Member hereby amends and restates the Original Limited Liability Company Agreement in its entirety and this amendment and restatement shall become effective on the date of this Agreement.

Section 2.2 *Name* . The name of the Company is "OCI Resource Partners LLC" and all Company business must be conducted in that name or such other names that comply with applicable law as the Board or the Sole Member may select.

Section 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices* . The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent for service of process named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Board may designate in the manner provided by applicable law. The registered agent for service of process of the Company in the State of Delaware shall be the initial registered agent for service of process named in the Delaware Certificate or such other Person or Persons as the Board may designate in the manner provided by applicable law. The principal office of the Company in the United States shall be at such a place as the Board may from time to time designate, which need not be in the State of Delaware, and the Company shall maintain records there. The Company may have such other offices as the Board of Directors may designate.

Section 2.4 *Purposes and Powers* . The purpose of the Company is to own, acquire, hold, sell, transfer, assign, dispose of or otherwise deal with partnership interests in, and act as the general partner of, the Partnership as described in the Partnership Agreement and to engage in any lawful business or activity ancillary or related thereto. The Company shall possess and may exercise all the powers and privileges granted by the Act, by any other law or by this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or appropriate to the conduct, promotion or attainment of the business, purposes or activities of the Company.

Section 2.5 *Term* . The term of the Company commenced upon the filing of the Delaware Certificate on April 22, 2013 in accordance with the Act and shall continue in existence until the dissolution of the Company in accordance with the provisions of Article X . The existence of the Company as a separate legal entity shall continue until the cancellation of the Delaware Certificate as provided in the Act.

Section 2.6 *No State Law Partnership* . The Sole Member intends that the Company shall not be a partnership (whether general, limited or other) or joint venture for any purposes, and this Agreement may not be construed or interpreted to the contrary.

ARTICLE III
RIGHTS OF SOLE MEMBER

Section 3.1 *Voting* . Unless otherwise granted to the Board by this Agreement, the Sole Member shall possess the entire voting interest and exclusive authority in all matters relating to the Company, including matters relating to the amendment of this Agreement, any

merger, consolidation or conversion of the Company, sale of all or substantially all of the assets of the Company and the termination, dissolution and liquidation of the Company.

Section 3.2 *Distribution* . Distributions by the Company of cash or other property shall be made to the Sole Member at such time as the Sole Member deems appropriate.

Section 3.3 *No Liability of the Sole Member* . Except as otherwise required by applicable law, the Sole Member shall not have any personal liability whatsoever hereunder in its capacity as the Sole Member, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

ARTICLE IV
CAPITAL CONTRIBUTIONS

Section 4.1 *Capital Contributions* . The Sole Member shall not be obligated to make Capital Contributions to the Company.

Section 4.2 *Fully Paid and Non-Assessable Nature of Membership Interests* . All Membership Interests issued pursuant to, and in accordance with, the requirements of this Article IV shall be fully paid and non-assessable Membership Interests, except as such non-assessability may be affected by Sections 18-303, 18-607 and 18-804 of the Act.

ARTICLE V
MANAGEMENT

Section 5.1 *Management by Board of Directors* .

(a) The Sole Member shall have the power and authority to delegate to one or more other persons the rights and power to manage and control the business and affairs, or any portion thereof, of the Company, including to delegate to agents, officers and employees of the Sole Member or the Company, and to delegate by a management agreement with or otherwise to other Persons.

(b) Except to the extent specifically reserved to the Sole Member hereunder, the Sole Member hereby delegates to the Board of Directors of the Company (the " ***Board*** ") all power and authority related to the Company's management of the business and affairs of the Partnership. The Board, acting as a body pursuant to this Agreement, shall constitute a "manager" for purposes of the Act.

Section 5.2 *Number; Qualification; Tenure* .

(a) The number of Directors constituting the Board shall be at least three and no more than nine, and may be fixed from time to time pursuant to a resolution adopted by the Sole Member. Each Director shall be elected or approved by the Sole Member and shall continue in office until the removal of such Director in accordance with the provisions of this Agreement or until the earlier death or resignation of such Director.

(b) The Directors of the Company in office at the date of this Agreement are set forth on Exhibit A hereto.

Section 5.3 *Regular Meetings* . Regular meetings of the Board shall be held at such time and place as shall be designated from time to time by resolution of the Board.

Section 5.4 *Special Meetings* . A special meeting of the Board may be called at any time at the request of (a) the Chairman of the Board, if any, or (b) a majority of the Directors then in office.

Section 5.5 *Notice* . Oral, telegraphic or written notice of all meetings of the Board must be given to all Directors at least 24 hours prior to any meeting of the Board. All notices and other communications to be given to Directors shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service or three days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when received in the form of an e-mail or facsimile, and shall be directed to the address, e-mail address or facsimile number as such Director shall designate by notice to the Company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting as provided herein. A meeting may be held at any time without notice if all the Directors are present or if those not present waive notice of the meeting either before or after such meeting.

Section 5.6 *Action by Consent of Board* . To the extent permitted by applicable law, the Board, or any committee of the Board, may act without a meeting so long as a majority of the members of the Board or committee shall have executed a written consent with respect to any action taken in lieu of a meeting.

Section 5.7 *Conference Telephone Meetings* . Directors or members of any committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment or by such other means by which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 5.8 *Quorum and Action* . A majority of all Directors, present in person or participating in accordance with Section 5.7 , shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise required by applicable law, all decisions of the Board shall require the affirmative vote of at least a majority of the Directors at any meeting at which a quorum is present.

Section 5.9 *Vacancies; Increases in the Number of Directors* . Vacancies and newly created directorships resulting from any increase in the number of Directors shall be filled by the Sole Member. Any Director so appointed shall hold office until his removal in accordance with the provisions of this Agreement or until his earlier death or resignation.

Section 5.10 *Committees.*

(a) The Board may establish committees of the Board and may delegate any of its responsibilities to such committees, except as prohibited by applicable law.

(b) The Board shall have an audit committee (the " ***Audit Committee*** ") comprised of at least three directors, at least one of whom shall meet the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder and by the New York Stock Exchange or any national securities exchange on which the Common Units are listed (each, an " ***Audit Committee Independent Director*** ") by the effective date of the Partnership's Registration Statement on Form S-1 (Registration No. 333-189838) (the " ***Registration Statement*** "), a majority of whom shall be Audit Committee Independent Directors within 90 days of the effective date of the Registration Statement, and all of whom shall be Audit Committee Independent Directors within one year of the effective date of the Registration Statement. The Audit Committee shall establish a written audit committee charter in accordance with the rules and regulations of the Commission and the New York Stock Exchange or any national securities exchange on which the Common Units are listed from time to time, in each case as amended from time to time. Each member of the Audit Committee shall satisfy the rules and regulations of the Commission and the New York Stock Exchange or any national securities exchange on which the Common Units are listed from time to time, in each case as amended from time to time, pertaining to qualification for service on an audit committee.

(c) The Board may, from time to time, establish a Conflicts Committee. The Conflicts Committee shall establish a written committee charter (the " ***Conflicts Committee Charter*** "). The Conflicts Committee shall be composed of at least two Directors who meet the requirements set forth in the Conflicts Committee Charter and in the definition of "Conflicts Committee" in the Partnership Agreement. The Conflicts Committee shall function in the manner described in the Partnership Agreement. Notwithstanding any duty otherwise existing at law or in equity, the approval of any matter by the Conflicts Committee in accordance with the provisions, and subject to the limitations of, the Partnership Agreement, shall not be deemed to be a breach of any duties owed by the Board or any Director to the Company or the Sole Member.

(d) A majority of any committee, present in person or participating in accordance with Section 5.7 , shall constitute a quorum for the transaction of business of such committee. Except as otherwise required by law or the Partnership Agreement, all decisions of a committee shall require the affirmative vote of at least a majority of the committee members at any meeting at which a quorum is present.

(e) A majority of any committee may determine its action and fix the time and place of its meetings unless the Board shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Section 5.5 . Notice may be waived in the manner provided for in Section 5.5 . The Board shall have power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

Section 5.11 *Removal* . Any Director or the entire Board may be removed at any time, with or without cause, by the Sole Member.

Section 5.12 *Compensation of Directors* . Except as expressly provided in any written agreement between the Company and a Director or by resolution of the Board, no Director shall receive any compensation from the Company for services provided to the Company in its

capacity as a Director, except that each Director shall be compensated for attendance at Board meetings at rates of compensation as from time to time established by the Board or a committee thereof; *provided, however,* that Directors who are also employees of the Company or any Affiliate thereof shall receive no compensation for their services as Directors or committee members. In addition, the Directors who are not employees of the Company or any Affiliate thereof shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in connection with attending meetings of the Board or committees thereof.

Section 5.13 *Responsibility and Authority of the Board .*

(a) General . Except as otherwise provided in this Agreement, the relative authority, duties and functions of the Board, on the one hand, and the officers of the Company, on the other hand, shall be identical to the relative authority, duties and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware. The officers shall be vested with such powers and duties as are set forth in Section 6.1 hereof and as are specified by the Board from time to time. Accordingly, except as otherwise specifically provided in this Agreement, the day-to-day activities of the Company shall be conducted on the Company's behalf by the officers who shall be agents of the Company. In addition to the powers and authorities expressly conferred on the Board by this Agreement, the Board may exercise all such powers of the Company and do all such acts and things as are not restricted by this Agreement, the Partnership Agreement, the Act or applicable law. Notwithstanding any duty otherwise existing at law or in equity, the approval of any matter by the Board in accordance with the provisions, and subject to the limitations of, the Partnership Agreement shall not be deemed to be a breach of any duties owed by the Board or any Director to the Company or the Sole Member.

(b) Sole Member Consent Required for Extraordinary Matters . Notwithstanding anything herein to the contrary, the Board will not take any action without approval of the Sole Member with respect to an extraordinary matter that would have, or would reasonably be expected to have, a material effect, directly or indirectly, on the Sole Member's interests in the Company. The type of extraordinary matter referred to in the prior sentence which requires approval of the Sole Member shall include, but not be limited to, the following: (i) commencement of any action relating to bankruptcy, insolvency, reorganization or relief of debtors by the Company, the Partnership or a material Subsidiary thereof; (ii) a merger, consolidation, recapitalization or similar transaction involving the Company, the Partnership or a material Subsidiary thereof; (iii) a sale, exchange or other transfer not in the ordinary course of business of a substantial portion of the assets of the Partnership or a material Subsidiary of the Partnership, viewed on a consolidated basis, in one or a series of related transactions; (iv) the issuance or repurchase of any equity interests in the Company; (v) a dissolution or liquidation of the Company or the Partnership; and (vi) a material amendment of the Partnership Agreement. An extraordinary matter will be deemed approved by the Sole Member if the Board receives a written, facsimile or electronic instruction evidencing such approval from the Sole Member. To the fullest extent permitted by law, a Director, acting as such, shall have no duty, responsibility or liability to the Sole Member with respect to any action by the Board approved by the Sole Member.

(c) Sole Member-Managed Decisions . Notwithstanding anything herein to the contrary, the Sole Member shall have exclusive authority over the internal business and affairs of the Company that do not relate to management of the Partnership and its Subsidiaries. For illustrative purposes, the internal business and affairs of the Company where the Sole Member shall have exclusive authority include (i) the amount and timing of distributions paid by the Company, (ii) the prosecution, settlement or management of any claim made directly against the Company and not involving or relating to the Partnership Group, (iii) the decision to sell, convey, transfer or pledge any asset of the Company, (iv) the decision to amend, modify or waive any rights relating to the assets of the Company and (v) the decision to enter into any agreement to incur an obligation of the Company other than an agreement entered into for and on behalf of the Partnership for which the Company is liable exclusively by virtue of the Company's capacity as general partner of the Partnership or of any of its Affiliates.

In addition, the Sole Member delegates the authority to the Board, except as such delegation may be hereafter revoked or restricted by resolution adopted by the Sole Member and subject to Section 5.13(b) , to cause the Company to exercise the rights of the Company as general partner of the Partnership (or those exercisable after the Company ceases to be the general partner of the Partnership) where (a) the Company makes a determination or takes or declines to take any other action in its individual capacity under the Partnership Agreement or (b) where the Partnership Agreement permits the Company to make a determination or take or decline to take any other action in its sole discretion.

Section 5.14 *Other Business of Sole Member, Directors and Affiliates* .

(a) Existing Business Ventures . The Sole Member, each Director and their respective Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company or the Partnership, and the Company, the Partnership, the Directors and the Sole Member shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company or the Partnership, shall not be deemed wrongful or improper.

(b) Business Opportunities . None of the Sole Member, any Director or any of their respective Affiliates who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company, shall have any duty to communicate or offer such opportunity to the Company or the Partnership, and such Persons shall not be liable to the Company or the Sole Member for breach of any duty by reason of the fact that such Person pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Company; provided such Sole Member, Director or any of their Affiliates do not engage in such business or activity using confidential or proprietary information provided by or on behalf of the Company to such Persons.

Section 5.15 *Reliance by Third Parties* . Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company shall be entitled to assume that any officer of the Company authorized by the Board to act on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any authorized contracts on behalf of the Company,

and such Person shall be entitled to deal with any such officer as if it were the Company's sole party in interest, both legally and beneficially. The Sole Member hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of any such officer in connection with any such dealing. In no event shall any Person dealing with any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Company by the officers shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company.

ARTICLE VI
OFFICERS

Section 6.1 *Officers.*

(a) The Board shall elect one or more persons to be officers of the Company to assist in carrying out the Board's decisions and the day-to-day activities of the Company in its capacity as the general partner of the Partnership. Officers are not "managers" as that term is used in the Act. Any individuals who are elected as officers of the Company shall serve at the pleasure of the Board and shall have such titles and the authority and duties specified in this Agreement or otherwise delegated to each of them, respectively, by the Board from time to time.

(b) The officers of the Company may consist of a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers as the Board from time to time may deem proper. The Chairman of the Board, if any, shall be chosen from among the Directors. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to Section 5.13 and the specific provisions of this Article VI . The Board may from time to time elect such other officers or appoint such agents as may be necessary or desirable for the conduct of the business of the Company as the general partner of the Partnership. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in this Agreement or as may be prescribed by the Board, as the case may be from time to time.

Section 6.2 *Election and Term of Office* . The officers of the Company shall be elected from time to time by the Board. Each officer shall hold office until such person's successor shall have been duly elected and qualified or until such person's death or until he or she shall resign or be removed pursuant to Section 6.6 .

Section 6.3 *Chief Executive Officer* . The Chief Executive Officer, who may be the Chairman or Vice Chairman of the Board, shall have general and active management authority over the business of the Company and shall see that all orders and resolutions of the Board are

carried into effect. The Chief Executive Officer shall also perform all duties and have all powers incident to the office of Chief Executive Officer and perform such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board from time to time.

Section 6.4 *Chief Financial Officer* . The Chief Financial Officer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Board or Chief Executive Officer. The Chief Financial Officer, subject to the order of the Board, shall have the custody of all funds and securities of the Company. The Chief Financial Officer shall perform the usual and customary duties and have the powers that pertain to such office and exercise such other powers and perform such other duties as are delegated to him by the Chief Executive Officer or as may be prescribed by the Board from time to time.

Section 6.5 *Secretary* . The Secretary shall keep or cause to be kept, in one or more books provided for that purpose, the minutes of all meetings of the Board, the committees of the Board and the Limited Partners. The Secretary shall see that all notices are duly given in accordance with the provisions of this Agreement and as required by applicable law; shall be custodian of the records and the seal of the Company (if any) and affix and attest the seal (if any) to all documents to be executed on behalf of the Company under its seal; and shall see that the books, reports, statements, certificates and other documents and records required by applicable law to be kept and filed are properly kept and filed; and in general, shall perform all duties and have all powers incident to the office of Secretary and perform such other duties and may exercise such other powers as may be delegated by the Chief Executive Officer or as may be prescribed by the Board from time to time.

Section 6.6 *Removal* . Any officer elected, or agent appointed, by the Board may be removed, with or without cause, by the Sole Member or the affirmative vote of a majority of the Board whenever, in the Sole Member's or such majority's judgment, as applicable, the best interests of the Company would be served thereby. No officer shall have any contractual rights against the Company for compensation by virtue of such election beyond the date of the election of such person's successor, such person's death, such person's resignation or such person's removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

Section 6.7 *Vacancies* . A newly created elected office and a vacancy in any elected office because of death, resignation or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board.

ARTICLE VII
INDEMNITY AND LIMITATION OF LIABILITY

Section 7.1 *Indemnification* . (a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed

claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Company; *provided*, that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 7.1 shall be made only out of the assets of the Company, it being agreed that the Sole Member shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.1(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.1 , the Indemnitee is not entitled to be indemnified upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.1.

(c) The indemnification provided by this Section 7.1 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company may purchase and maintain (or reimburse its Affiliates for the cost of) insurance on behalf of the Indemnitees, the Company and its Affiliates and such other Persons as the Company shall determine, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.1, the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Company also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.1 ; and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best

interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) In no event may an Indemnitee subject the Sole Member to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.1 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.1 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.1 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Company, nor the obligations of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.1 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(j) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTION 7.1(A) , THE PROVISIONS OF THE INDEMNIFICATION PROVIDED IN THIS SECTION 7.1 ARE INTENDED BY THE PARTIES TO APPLY EVEN IF SUCH PROVISIONS HAVE THE EFFECT OF EXCULPATING THE INDEMNITEE FROM LEGAL RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH PERSON'S NEGLIGENCE, FAULT OR OTHER CONDUCT.

Section 7.2 *Liability of Indemnitees*

(a) Notwithstanding anything to the contrary set forth in this Agreement or the Partnership Agreement, no Indemnitee shall be liable for monetary damages to the Company, the Partnership, the Sole Member or any other Person bound by this Agreement, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) The Board and any committee thereof may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through the Company's officers or agents, and neither the Board nor any committee thereof shall be responsible for any misconduct or negligence on the part of any such officer or agent appointed by the Board or any committee thereof in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Company or to the Sole Member, the Sole Member and any other Indemnitee acting in connection with the Company's business or affairs shall not be liable to the Company or to the Sole Member for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the Sole Member or any other Indemnitee otherwise existing at law or in equity, are agreed by the Sole Member to replace such other duties and liabilities of the Sole Member and such other Indemnitee.

(d) Any amendment, modification or repeal of this Section 7.2 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.2 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VIII
TAXES

Section 8.1 *Taxes* . The Company and the Sole Member acknowledge that for federal income tax purposes, the Company will be disregarded as an entity separate from the Sole Member pursuant to Treasury Regulation § 301.7701-3 as long as all of the Membership Interests in the Company are owned by the Sole Member.

ARTICLE IX
BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

Section 9.1 *Maintenance of Books*

(a) The Board shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Board complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of the Board and any other books and records that are required to be maintained by applicable law.

(b) The books of account of the Company shall be maintained on the basis of a fiscal year that is the calendar year and on an accrual basis in accordance with United States generally accepted accounting principles, consistently applied.

Section 9.2 *Reports* . The Board shall cause to be prepared and delivered to the Sole Member such reports, forecasts, studies, budgets and other information as the Sole Member may reasonably request from time to time.

Section 9.3 *Bank Accounts* . Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Board. All withdrawals from any such depository shall be made only as authorized by the Board and shall be made only by check, wire transfer, debit memorandum or other written instruction.

ARTICLE X
DISSOLUTION, WINDING-UP, TERMINATION AND CONVERSION

Section 10.1 *Dissolution* . The Company shall be of perpetual duration; however, the Company shall dissolve, and its affairs shall be wound up, upon the election to dissolve the Company by the Sole Member. No other event shall cause a dissolution of the Company.

Section 10.2 *Effect of Dissolution* . Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Sole Member shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Sole Member shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining fair value therefor, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 10.3, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

Section 10.3 *Application of Proceeds* . Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the following order of priority to the extent permitted by law:(a) First, to the payment of debts and liabilities of the Company (including to the Sole Member to the extent permitted by applicable law) and the expenses of liquidation;

(b) Second, to the setting up of such reserves as the Sole Member may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company for such period as the Sole Member shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided; and

(c) Thereafter, the remainder to the Sole Member.

Section 10.4 *Certificate of Cancellation* . On completion of the winding up of the Company as provided herein and under the Act, the Sole Member (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate, except as may be otherwise provided by the Act or by applicable law.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 *Offset* . Whenever the Company is to pay any sum to the Sole Member, any amounts the Sole Member owes the Company may be deducted from that sum before payment.

Section 11.2 *Notices* . All notices, demands, requests, consents, approvals or other communications (collectively, " ***Notices*** ") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery or facsimile, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by facsimile. Notice otherwise sent as provided herein shall be deemed given upon delivery of such notice:

To the Company:

OCI Resource Partners LLC
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Fax: (770) 375-2438

To the Sole Member:

OCI Wyoming Holding Co.
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Fax: (770) 375-2438

Section 11.3 *Entire Agreement; Superseding Effect* . This Agreement constitutes the entire agreement of the Sole Member relating to the Company and the transactions contemplated hereby, and supersedes all provisions and concepts contained in all prior contracts or agreements between the Sole Member with respect to the Company, whether oral or written.

Section 11.4 *Effect of Waiver or Consent* . Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by the Sole Member in the performance by the Sole Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by the Sole Member of the same or any other obligations of the Sole Member with respect to the Company.

Section 11.5 *Amendment or Restatement* . This Agreement may be amended or restated only by a written instrument executed by the Sole Member.

Section 11.6 *Binding Effect* . This Agreement is binding on and shall inure to the benefit of the Sole Member and its successors and permitted assigns.

Section 11.7 *Governing Law; Severability* . THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the

provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other circumstances is not affected thereby.

Section 11.8 *Venue* Any and all claims, suits, actions or proceedings arising out of, in connection with or relating in any way to this Agreement shall be exclusively brought in the Court of Chancery of the State of Delaware. Each party hereto unconditionally and irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware with respect to any such claim, suit, action or proceeding and waives any objection that such party may have to the laying of venue of any claim, suit, action or proceeding in the Court of Chancery of the State of Delaware.

Section 11.9 *Further Assurances.* In connection with this Agreement and the transactions contemplated hereby, the Sole Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

OCI WYOMING HOLDING CO.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Chief Executive Officer, President and Director

EXHIBIT A

DIRECTORS

Mark Lee	Director
Kirk Milling	Director
William P. O’Neill, Jr.	Director

Exhibit 10.1

EXECUTION VERSION

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated and effective as of September 18, 2013 (this " Agreement "), is by and among OCI Wyoming Co., a Delaware corporation (the " Contributor "), OCI Resource Partners LLC, a Delaware limited liability company and the general partner (the " General Partner ") of OCI Resources LP, a Delaware limited partnership (" OCI MLP "), OCI MLP, OCI Wyoming Holding Co., a Delaware corporation (" OCI Holding "), and OCI Chemical Corporation, a Delaware corporation (" OCI Chemical ").

W I T N E S S E T H

WHEREAS, the General Partner and OCI Holding formed OCI MLP pursuant to the provisions of the Revised Uniform Limited Partnership Act as adopted and in effect in the State of Delaware (the " Act ") for the purpose of engaging in any lawful act or activity for which limited partnerships may be formed under the Act and to engage in all activities and to take whatever actions as may be incident thereto;

WHEREAS, to accomplish the purpose in the preceding recital, the following actions were taken prior to the date hereof:

1. OCI Holding formed the General Partner pursuant to and in accordance with the Delaware Limited Liability Company Act and made an initial capital contribution in exchange for all of the membership interests in the General Partner; and

2. The General Partner and OCI Holding formed OCI MLP under the terms of the Act and contributed $0 and $1,000.00 in exchange for a 2.0% general partner interest and a 98.0% limited partner interest, respectively, in OCI MLP;

WHEREAS, the Contributor holds a 10.02% limited partner interest in OCI Wyoming, L.P., a Delaware limited partnership (" OCI Wyoming ");

WHEREAS , immediately prior to the completion of the initial public offering (the " IPO ") of common units of OCI MLP representing limited partner interests in OCI MLP to occur on the date hereof, the Contributor desires to transfer its 10.02% limited partner interest in OCI Wyoming (the " Contributed Asset ") to OCI MLP; and

WHEREAS , at the completion of the IPO on the date hereof:

1. In exchange for the contribution by the Contributor of the Contributed Asset in the preceding recital, OCI MLP desires to make a cash payment of $65,500,000 to the Contributor to be paid from the proceeds of the IPO;

2. OCI MLP desires to issue to the General Partner (i) 383,694 General Partner Units (as defined in the First Amended and Restated Agreement of Limited Partnership of OCI MLP dated as of September 18, 2013 (the " Partnership Agreement ")) in part representing a continuation of the General Partner's 2.0% general partner interest in OCI MLP and in part on behalf of OCI Holding and (ii) the Incentive Distribution

Rights (as defined in the Partnership Agreement);

3. OCI MLP desires to distribute to OCI Holding $18,000,000 and issue to OCI Holding 4,025,500 Common Units (as defined in the Partnership Agreement) and 9,775,500 Subordinated Units (as defined in the Partnership Agreement) representing a recapitalized 71.9% limited partner interest in OCI MLP;

4. OCI MLP desires to issue to OCI Holding the right to receive the issuance of additional Common Units described in clause (a) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement;

5. OCI MLP desires to issue to OCI Chemical, on behalf of OCI Holding, the right to receive the distribution(s) of cash described in clause (b) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement;

6. OCI MLP desires to issue to the General Partner, on behalf of OCI Holding, the right to receive the issuance of additional General Partner Units described in clause (c) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement; and

7. OCI MLP desires to redeem the initial interests of the General Partner and OCI Holding and will refund OCI Holding's initial contribution of $1000.00, as well as any interest or other profit that may have resulted from the investment or other use of such initial capital contribution to OCI Holding;

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. Agreement for Contribution . Effective immediately prior to the completion of the IPO, the Contributor hereby transfers, assigns, conveys and delivers to OCI MLP all of its rights, title and interest in, to and under, and OCI MLP accepts and takes assignment from the Contributor of, the Contributed Asset.

2. Consideration . As consideration for the transfer of the Contributed Asset from the Contributor to OCI MLP, at the completion of the IPO, OCI MLP shall pay to the Contributor, and the Contributor shall receive, $65,500,000, payable in immediately available funds following the closing of the IPO to an account designated by the Contributor .

3. Additional Transactions . Effective at the completion of the IPO: (a) OCI MLP hereby issues to the General Partner, and the General Partner accepts, (i) 383,694 General Partner Units, in part representing a continuation of the General Partner's 2.0% general partner interest in OCI MLP (before giving effect to any exercise of the Over-Allotment Option (as defined in the Partnership Agreement) and the Deferred Issuance and Distribution (as defined in the Partnership Agreement)) and in part on behalf of OCI Holding, and (ii) the Incentive Distribution Rights in OCI MLP; (b) OCI MLP hereby (1) distributes to OCI Holding, and OCI Holding accepts, $18,000,000, payable in immediately available funds following the closing of the IPO to an account designated by OCI Holding, and (2) issues to OCI Holding, and OCI

Holding accepts, 4,025,500 Common Units and 9,775,500 Subordinated Units representing a recapitalized 71.9% limited partner interest in OCI MLP (before giving effect to any exercise of the Over-Allotment Option and the Deferred Issuance and Distribution); (c) OCI MLP hereby issues to OCI Holding, and OCI Holding accepts, the right to receive the issuance of additional Common Units described in clause (a) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement; (d) OCI MLP hereby issues to OCI Chemical, on behalf of OCI Holding, and OCI Chemical accepts, the right to receive the distribution(s) of cash described in clause (b) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement; (e) OCI MLP hereby issues to the General Partner, on behalf of OCI Holding, and the General Partner accepts, the right to receive the issuance of additional General Partner Units described in clause (c) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement; and (f) OCI MLP hereby redeems the initial interests of the General Partner and OCI Holding and refunds to OCI Holding, and OCI Holding accepts the refund of, OCI Holding's initial contribution of $1000.00, and any interest or other profit that may have resulted from the investment or other use of such initial capital contribution to OCI Holding.

Upon each exercise of the Over-Allotment Option by the IPO Underwriters (as defined in the Partnership Agreement), if any, the Partnership will (i) issue to the General Partner the portion of the 15,306 General Partner Units described in clause (c) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement necessary to maintain the General Partner's 2.0% general partner interest in OCI MLP after giving effect to the issuance of Common Units upon such exercise of the Over-Allotment Option and (ii) distribute to OCI Chemical, on behalf of OCI Holding, the cash described in clause (b) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement received by the Partnership upon such exercise of the Over-Allotment Option. Upon the expiration of the period during which the IPO Underwriters may exercise the Over-Allotment Option, the Partnership will (a) issue to OCI Holding a number of additional Common Units that is equal to the excess, if any, of (x) 750,000 over (y) the aggregate number of Common Units, if any, actually purchased by and issued to the IPO Underwriters pursuant to each exercise of the Over-Allotment Option, and (b) issue to the General Partner the portion of the 15,306 General Partner Units described in clause (c) of the definition of "Deferred Issuance and Distribution" in the Partnership Agreement necessary to maintain the General Partner's 2.0% general partner interest in OCI MLP after giving effect to the issuance of Common Units described in clause (a) of this sentence.

4. Further Assurances . From time to time after the date of this Agreement, without the payment of any additional consideration, each party hereto shall execute all such instruments and take all such other actions as the other party shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof and all of the transactions contemplated by this Agreement.

5. Successors and Assigns . This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

6. Amendments and Waivers . This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought.

7. Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

8. Headings . The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect their meaning, construction or effect.

9. Counterparts; Electronic Delivery . This Agreement may be executed in two or more counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means, such as facsimile or portable document format, shall be as effective as delivery of a manually executed counterpart of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

OCI WYOMING CO.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

OCI RESOURCE PARTNERS LLC

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

OCI RESOURCES LP

By: OCI Resource Partners LLC,
its general partner

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

OCI WYOMING HOLDING CO.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

OCI CHEMICAL CORPORATION

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

Exhibit 10.2

EXECUTION VERSION

OMNIBUS AGREEMENT

by and among

OCI ENTERPRISES INC. ,

OCI RESOURCE PARTNERS LLC

and

OCI RESOURCES LP

OMNIBUS AGREEMENT

This **OMNIBUS AGREEMENT** (the " Agreement ") is entered into on, and effective as of, the Closing Date (as defined herein) by and among OCI Enterprises Inc., a Delaware corporation (the " Sponsor "), OCI Resource Partners LLC, a Delaware limited liability company (the " General Partner "), and OCI Resources LP, a Delaware limited partnership (the " Partnership "). The above-named entities are sometimes referred to in this Agreement each as a " Party " and collectively as the " Parties ."

R E C I T A L S:

1. On the Closing Date, OCI Wyoming Co., an Affiliate (as defined herein) of the General Partner, will contribute all of its rights, title and interest in its 10.02% limited partner interest in OCI Wyoming L.P. to the Partnership (the " Contribution ") in exchange for a cash payment of $65,500,000 to be made from the proceeds from the Partnership's initial public offering of common units representing limited partner interests;

2. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article II , with respect to certain indemnification obligations of the Parties to each other;

3. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article III , with respect to certain general and administrative services and operation and management services to be performed by the Sponsor Entities for and on behalf of the Partnership Group (as defined herein) and the reimbursement obligations of the General Partner and the Partnership related thereto; and

4. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article IV , with respect to the granting of a sublicense from the Sponsor (as defined herein) to the Partnership Group and the General Partner.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
Definitions

1.1 Definitions . As used in this Agreement, the following terms shall have the respective meanings set forth below:

" Affiliate " means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question.

" Cause " is defined in the Partnership Agreement.

" Change of Control " means, with respect to any Person (the " Applicable Person "), any of the following events: (i) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the Applicable Person's assets to any other Person, unless immediately following such sale, lease, exchange or other transfer such assets are owned, directly or indirectly, by the Applicable Person or such Applicable Person owns or controls such other Person; (ii) the dissolution or liquidation of the Applicable Person; (iii) the consolidation or merger of the Applicable Person with or into another Person, other than any such transaction where (a) the outstanding Voting Securities of the Applicable Person are changed into or exchanged for Voting Securities of the surviving Person or its parent and (b) the holders of the Voting Securities of the Applicable Person immediately prior to such transaction own, directly or indirectly, not less than a majority of the outstanding Voting Securities of the surviving Person or its parent immediately after such transaction; and (iv) a "person" or "group" (within the meaning of Sections 13(d) or 14(d)(2) of the Exchange Act), other than the Sponsor or its Affiliates, being or becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50% of all of the then outstanding Voting Securities of the Applicable Person, except in a merger or consolidation that would not constitute a Change of Control under clause (iii) above.

" Closing Date " means September 18, 2013.

" Common Units " is defined in the Partnership Agreement.

" Conflicts Committee " is defined in the Partnership Agreement.

" Contribution Agreement " means that certain Contribution, Assignment and Assumption Agreement, dated as of the Closing Date, among OCI Wyoming Co., the Partnership, the General Partner, OCI Wyoming Holding Co. and OCI Chemical Corporation, together with the additional conveyance documents and instruments contemplated or referenced thereunder.

" Control ," " is controlled by " or " is 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 a Person, whether through ownership of Voting Securities, by contract, or otherwise.

" Covered Environmental Losses " means any and all Losses (including, without limitation, the costs and expenses associated with any Environmental Activity or of any necessary environmental or toxic tort pre-trial, trial or appellate legal or litigation work) to the extent arising out of:

(a) any violation or correction of a violation of any Environmental Law related to ownership or operation of the Partnership Assets;

(b) any event, circumstance, action, omission, condition or matter that has an adverse impact on the environment and is associated with or arising from the ownership or operation of the Partnership Assets (including, without limitation, the presence of Hazardous Substances at, on, under, about or migrating from the Partnership Assets;

(c) any exposure to or the presence or Release of Hazardous Substances at or arising out of the ownership or operation of Partnership Assets (including at non-Partnership Asset locations); and

(d) the off-site storage, treatment, recycling, transportation, disposal or arrangement for disposal (collectively " Off-Site Management ") of Hazardous Substances generated by or used in the ownership or operation of the Partnership Assets.

" Environmental Activity " means any investigation, study, assessment, evaluation, sampling, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation, restoration, bioremediation, response, repair, cleanup or abatement that is required by any Environmental Law, including, without limitation, the establishment of institutional or engineering controls and the performance of or participation in a supplemental environmental project in partial or whole mitigation of a fine or penalty.

" Environmental Laws " means all federal, state, and local laws, statutes, rules, regulations, orders, ordinances, judgments, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law applicable to the Partnership Assets and relating to (a) pollution or protection of the environment or natural resources, (b) any Release or threatened Release of, or any exposure of any Person or property to, any Hazardous Substance and (c) the generation, manufacture, processing, distribution, use, treatment, storage, transport or handling of any Hazardous Substance, including, without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act and other environmental conservation and protection laws, each as amended through and existing on the Closing Date.

" Environmental Permits " means any permit, approval, identification number, license, registration, certification, consent, exemption, variance or other authorization required under or issued pursuant to any Environmental Law.

" Exchange Act " means the Securities Exchange Act of 1934, as amended.

" General Partner " is defined in the introduction to this Agreement.

" Hazardous Substance " means (a) any substance that is designated, defined or classified as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous

substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including, without limitation, any hazardous substance as such term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, (b) petroleum, petroleum products, natural gas, crude oil, gasoline, fuel oil, motor oil, waste oil, diesel fuel, jet fuel and other petroleum hydrocarbons, whether refined or unrefined, and (c) radioactive materials, asbestos, whether in a friable or a non-friable condition, and polychlorinated biphenyls.

" Indemnified Party " means either one or more members of the Partnership Group or one or more Sponsor Entities, as the case may be, each in its capacity as a party entitled to indemnification in accordance with Article II hereof.

" Indemnifying Party " means either one or more members of the Partnership Group or the Sponsor, as the case may be, each in its capacity as a party from whom indemnification may be required in accordance with Article II hereof.

" License " is defined in Section 4.1 .

" Limited Partner " is defined in the Partnership Agreement.

" Losses " means, subject to the provisions of Section 2.5(e) , all losses, damages, liabilities, injuries, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses of any and every kind or character (including, without limitation, court costs and reasonable attorneys' and experts' fees).

" Mark " is defined in Section 4.1 .

" MLP Credit Agreement " means that certain credit agreement, dated as of July 18, 2013, among the Partnership, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto.

" OCI Company " is defined in Section 4.2(a).

" Opco Credit Agreement " means that certain credit agreement, dated as of July 18, 2013, among OCI Wyoming, L.P., Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto.

" Partnership " is defined in the introduction to this Agreement.

" Partnership Agreement " means the First Amended and Restated Agreement of Limited Partnership of OCI Resources LP, dated as of the Closing Date, as such agreement is in effect on the Closing Date, to which reference is hereby made for all purposes of this Agreement.

" Partnership Assets " means the assets conveyed, contributed or otherwise transferred, directly or indirectly (including through the transfer of equity interests), or intended to be conveyed, contributed or otherwise transferred, to the Partnership Group pursuant to the Contribution Agreement, including, without limitation, mining rights, mining and processing facilities and equipment relating thereto, offices and related equipment and real estate.

" Partnership Group " means the Partnership and its Subsidiaries treated as a single consolidated entity.

" Party " and " Parties " are defined in the introduction to this Agreement.

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

" Release " means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, migrating, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles).

" Retained Assets " means the assets and investments owned by the Sponsor Entities as of the Closing Date that were not conveyed, contributed or otherwise transferred to the Partnership Group pursuant to the Contribution Agreement or otherwise; *provided, however* , that any Retained Asset shall cease to be a Retained Asset upon its conveyance, contribution or transfer to the Partnership Group after the date hereof.

" SG&A Services " is defined in Section 3.1 .

" Sponsor Entities " means the Sponsor and any Person controlled, directly or indirectly, by the Sponsor other than the General Partner or a member of the Partnership Group; and " Sponsor Entity " means any of the Sponsor Entities.

" Sponsor " is defined in the introduction to this Agreement.

" Subsidiary " means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination

thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

" Voting Securities " of a Person means securities of any class of such Person entitling the holders thereof to vote in the election of, or to appoint, members of the board of directors or other similar governing body of the Person.

ARTICLE II
Indemnification

2.1 Environmental Indemnification by Sponsor .

(a) Subject to the provisions of Sections 2.4 and 2.5 , the Sponsor shall indemnify, defend and hold harmless the Partnership Group from and against any Covered Environmental Losses suffered or incurred by the Partnership Group and relating to the Partnership Assets to the extent that the event, action, omission, violation, exposure, Release or Off-Site Management giving rise to such Covered Environmental Losses occurred on or prior to the Closing Date.

(b) Notwithstanding the foregoing, in no event shall the Sponsor have any indemnification obligations under this Agreement with respect to any claims based on additions to or modifications of Environmental Laws enacted or promulgated on or after the Closing Date.

2.2 Additional Indemnification . In addition to and not in limitation of the indemnification provided under Section 2.1(a) , subject to the provisions of Sections 2.4 and 2.5 , the Sponsor shall indemnify, defend and hold harmless the Partnership Group from and against any Losses suffered or incurred by the Partnership Group and related to or arising out of or in connection with:

(a) any failure of the Partnership Group to be the owner on the Closing Date of valid and indefeasible easement rights, rights-of-way, leasehold and/or fee ownership interests in and to the lands on which any Partnership Assets are located to the extent that such failure renders the Partnership Group liable to a third party or unable to use or operate the Partnership Assets in substantially the same manner as they were used or operated by the Sponsor Entities immediately prior to the Closing Date;

(b) any failure of the Partnership Group to have on the Closing Date any consent, license or governmental permit or waiver necessary to allow the Partnership Group to use or operate the Partnership Assets in substantially the same manner that the Partnership Assets were used and operated by the Sponsor Entities immediately prior to the Closing Date;

(c) any federal, state or local income tax liabilities attributable to the ownership or operation of the Partnership Assets prior to the Closing Date, including (i) any income tax liabilities of the Sponsor Entities that may result from the consummation of the formation transactions for the Partnership Group and (ii) any income tax liabilities arising under Treasury

Regulation Section 1.1502-6 and any similar provision of applicable state, local or foreign law, or by contract, as successor, transferee or otherwise, and which income tax liability is attributable to having been a member of any consolidated, combined or unitary group prior to the Closing Date;

(d) the use of "OCI" as part of the Partnership's or any of its Subsidiaries' corporate name, company name or partnership name, as the case may be, and as a trademark and service mark or as part of a trademark or service mark for such entity's products and services or the possession or use of the License; and

(e) any event or condition associated with the Retained Assets, whether occurring before, on or after the Closing Date.

2.3 Indemnification by the Partnership Group . Subject to the provisions of Sections 2.4 and 2.5 , the Partnership Group shall indemnify, defend and hold harmless the Sponsor Entities from and against any Losses (including Covered Environmental Losses) suffered or incurred by the Sponsor Entities and related to or arising out of or in connection with the ownership or operation of the Partnership Assets after the Closing Date, except to the extent that any member of the Partnership Group is entitled to indemnification hereunder unless such indemnification would not be permitted under the Partnership Agreement.

2.4 Limitations Regarding Indemnification .

(a) The indemnification obligations set forth in Sections 2.1(a) , 2.2(a) , 2.2(b) and 2.2(d) shall terminate on the third (3 rd) anniversary of the Closing Date, and the indemnification obligation set forth in Section 2.2(c) shall terminate on the sixtieth (60 th) day after the termination of any applicable statute of limitations; *provided, however* , that any such indemnification obligation with respect to a Loss shall survive the time at which it would otherwise expire pursuant to this Section 2.4(a) if notice of such Loss is properly given to the Sponsor prior to such time. The indemnification obligations set forth in Section 2.2(e) and Section 2.3 shall survive indefinitely.

(b) The aggregate liability of the Sponsor under Section 2.1(a) shall not exceed $10,000,000.

(c) No claims may be made against the Sponsor for indemnification pursuant to Section 2.1(a) unless the aggregate dollar amount of the Losses suffered or incurred by the Partnership Group exceeds $500,000, after which the Sponsor shall be liable only for the amount of such claims in excess of $500,000, subject to the limitations of Sections 2.4(a) and 2.4(b) .

(d) In no event shall the Sponsor be obligated to the Partnership Group under Section 2.1(a) or Sections 2.2(a) , 2.2(b) , 2.2(c) or 2.2(d) for any Losses or income tax liabilities to the extent (i) such Losses or liabilities are reserved for in the Partnership Group's financial statements as of December 31, 2012, (ii) any insurance proceeds are realized by the Partnership

Group, such correlative benefit to be net of any incremental insurance premium that becomes due and payable by the Partnership Group as a result of such claim, or (iii) any amounts are recovered by the Partnership Group from third persons.

2.5 Indemnification Procedures .

(a) The Indemnified Party agrees that promptly after it becomes aware of facts giving rise to a claim for indemnification under this Article II , it shall provide notice thereof in writing to the Indemnifying Party, specifying the nature of and specific basis for such claim; *provided, however* , that the Indemnified Party shall not submit claims more frequently than once each calendar quarter (or twice, in the case of the calendar quarter in which the applicable indemnity coverage under this Agreement expires) unless such Indemnified Party believes in good faith that such a delay in notice to the Indemnifying Party would cause actual prejudice to the Indemnifying Party's ability to defend against the applicable claim. Notwithstanding anything in this Article II to the contrary, a delay by the Indemnified Party in notifying the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Article II , except to the extent that such failure shall have caused actual prejudice to the Indemnifying Party's ability to defend against the applicable claim.

(b) The Indemnifying Party shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification under this Article II , including, without limitation, the selection of counsel, the determination of whether to appeal any decision of any court and the settlement of any such matter or any issues relating thereto; *provided, however* , that no such settlement shall be entered into without the written consent of the Indemnified Party (with the concurrence of the Conflicts Committee in the case of the Partnership Group) unless it does not include any admission of fault, culpability or a failure to act, by or on behalf of such Indemnified Party.

(c) The Indemnified Party agrees to cooperate fully with the Indemnifying Party with respect to all aspects of the defense of any claims covered by the indemnification under this Article II , including, without limitation, the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the name of the Indemnified Party to be utilized in connection with such defense, the making available to the Indemnifying Party of any files, records or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense and the making available to the Indemnifying Party, at no cost to the Indemnifying Party, of any employees of the Indemnified Party; *provided, however* , that in connection therewith, the Indemnifying Party agrees to use commercially reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all confidential files, records and other information furnished by the Indemnified Party pursuant to this Section 2.5 . In no event shall the obligation of the Indemnified Party to cooperate with the Indemnifying Party as set forth in the immediately preceding sentence be construed as imposing upon the Indemnified Party an obligation to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Article II ; *provided, however* , that the

Indemnified Party may, at its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnifying Party agrees to keep any such counsel hired by the Indemnified Party reasonably informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense.

(d) The date on which the Indemnifying Party receives notification of a claim for indemnification shall determine whether such claim is timely made.

(e) Notwithstanding anything herein to the contrary, in no event shall any party's indemnification obligation hereunder cover or include consequential, indirect, incidental, punitive, exemplary, special or similar damages or lost profits suffered by any other party entitled to indemnification under this Agreement. The Indemnified Party hereby agrees to use commercially reasonable efforts to realize any applicable insurance proceeds or amounts recoverable under contractual indemnities; *provided, however* , that the costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) of the Indemnified Party in connection with such efforts shall be promptly reimbursed by the Indemnifying Party.

(f) To the extent that the Indemnifying Party has made any indemnification payment hereunder in respect of a claim for which the Indemnified Parties have asserted a related claim for insurance proceeds or under a contractual indemnity, the Indemnifying Party shall be subrogated to the rights of the Indemnified Party to receive the proceeds of such insurance or contractual indemnity.

ARTICLE III
Services

3.1 Agreement to Provide Selling, Marketing, General and Administrative Services . Until such time as this Agreement is terminated as provided in Section 5.4 , the Sponsor hereby agrees to provide and to cause the Sponsor Entities to provide the Partnership Group with certain corporate, selling, marketing, general and administrative services, such as accounting, audit, billing, business development, selling, marketing, corporate record keeping, treasury services, cash management and banking, real property/land, legal, engineering, logistics, purchasing, planning, budgeting, geology/geophysics, investor relations, risk management, information technology, insurance administration and claims processing, regulatory compliance and government relations, tax, payroll, human resources and environmental, health and safety, including without limitation permit filing, support for permit filing and maintenance (collectively, the " SG&A Services "). The Sponsor shall, and shall cause the Sponsor Entities to, provide the Partnership Group with such SG&A Services in a manner consistent in nature and quality to the services of such type previously provided by the Sponsor Entities in connection with their management of the Partnership Assets prior to their acquisition by the Partnership Group.

3.2 Reimbursement by Partnership . Subject to and in accordance with the terms and provisions of this Article III and such reasonable allocation and other procedures as may be

agreed upon by the Sponsor and the General Partner from time to time, the Partnership hereby agrees to reimburse the Sponsor Entities for all direct and indirect costs and expenses incurred by the Sponsor Entities in connection with the provision of the SG&A Services to the Partnership Group, including the following:

(a) any payments or expenses incurred for insurance coverage, including allocable portions of premiums, and negotiated instruments (including surety bonds and performance bonds) provided by underwriters with respect to the Partnership Assets or the business of the Partnership Group;

(b) an allocated portion of salaries and related benefits (including 401(k), pension, bonuses and health insurance benefits) and expenses of personnel employed by the Sponsor Entities who render SG&A Services to the Partnership Group, plus general and administrative expenses associated with such personnel;

(c) any taxes or other direct operating expenses paid by the Sponsor Entities for the benefit of the Partnership Group (including any state income, franchise or similar tax paid by the Sponsor Entities resulting from the inclusion of the Partnership Group in a combined or consolidated state income, franchise or similar tax report with the Sponsor Entities as required by applicable law as opposed to the flow through of income attributable to the Sponsor Entities' ownership interest in the Partnership Group), *provided, however* , that the amount of any such reimbursement shall be limited to the tax that the Partnership Group would have paid had it not been included in a combined or consolidated group with the Sponsor Entities; and

(d) all expenses and expenditures incurred by the Sponsor Entities as a result of the Partnership becoming and continuing as a publicly traded entity, including costs associated with annual and quarterly reports, tax return and Schedule K-1 preparation and distribution, auditor fees, partnership governance and compliance, registrar and transfer agent fees, legal fees and independent director compensation;

it being agreed, however, that to the extent any reimbursable costs or expenses incurred by the Sponsor Entities consist of an allocated portion of costs and expenses incurred by the Sponsor Entities for the benefit of both the Partnership Group and the other Sponsor Entities, such allocation shall be made on a reasonable cost reimbursement basis as determined by the Sponsor.

(e) The Partnership shall pay (i) all fees, commissions and other costs in connection with the MLP Credit Agreement and its proportionate share (as a partner of OCI Wyoming, L.P.) of fees, commissions and other costs in connection with the Opco Credit Agreement to the extent such costs are not borne by OCI Wyoming, L.P., including amounts due at or in connection with the execution or closing of the MLP Credit Agreement and the Opco Credit Agreement and all ongoing fees, and (ii) all fees, commissions and issuance costs due in connection with any future debt financing arrangements entered into for the purpose of replacing the MLP Credit Agreement and its proportionate share (as a partner of OCI Wyoming, L.P.) of fees, commissions and other costs in connection with any future debt financing arrangements entered into for the purpose of

replacing the Opco Credit Agreement to the extent such costs are not borne by OCI Wyoming, L.P.

3.3 Billing Procedures . The Partnership shall reimburse the Sponsor, or the Sponsor Entities providing the SG&A Services, as applicable (the " Service Provider "), for billed costs no later than the later of (a) the last day of the month following the performance month, or (b) thirty (30) business days following the date of the Service Provider's billing to the Partnership. Billings and payments may be accomplished by inter-company accounting procedures and transfers. The Partnership shall have the right to review all source documentation concerning the liabilities, costs, and expenses upon reasonable notice and during regular business hours. In respect of SG&A Services rendered by a Service Provider to a member of the Partnership Group other than the Partnership, at the request of the Partnership, such Service Provider shall directly bill such member for, and the Partnership shall cause such member of the Partnership Group to directly pay such Service Provider for, such SG&A Services.

ARTICLE IV
License of Mark

4.1 Grant of License . Upon the terms and conditions set forth in this Article IV , the Sponsor hereby grants and conveys to each of the entities currently or hereafter comprising a part of the Partnership Group a nontransferable, nonexclusive, royalty-free right and sublicense (" License ") to use "OCI" (a) as part of its corporate name, company name or partnership name, as the case may be, and (b) as a trademark and service mark or as a part of a trademark or service mark for its products and services (each such name, trademark and service mark consisting of or incorporating "OCI," a " Mark "). Notwithstanding the foregoing, to the extent required by any relevant government authority, the Partnership shall pay a license fee to the Sponsor in such amount required by the relevant regulatory authority or as determined by the General Partner.

4.2 Ownership and Quality .

(a) The Partnership agrees that ownership of any Mark and the goodwill relating thereto shall remain vested in OCI Company Ltd. (" OCI Company ") and any successor thereto, both during the term of this License and thereafter, and the Partnership further agrees, and agrees to cause the other members of the Partnership Group, never to challenge, contest or question the validity of the License, OCI Company's ownership of any Mark or any registration thereto by OCI Company. In connection with the use of any Mark, the Partnership and any other member of the Partnership Group shall not in any manner represent that they have any ownership in such Mark or registration thereof except as set forth herein, and the Partnership, on behalf of itself and the other members of the Partnership Group, acknowledge that the use of such Mark shall not create any right, title or interest in or to such Mark, and all use of such Mark by the Partnership or any other member of the Partnership Group, shall inure to the benefit of OCI Company.

(b) The Partnership agrees, and agrees to cause the other members of the Partnership Group, to use any Mark in accordance with such quality standards established by or for the

Sponsor and communicated to the Partnership from time to time, it being understood that the products and services offered by the members of the Partnership Group immediately before the Closing Date are of a quality that is acceptable to the Sponsor and justifies the License. In the event any entity comprising a part of the Partnership Group or the Partnership is determined by the Sponsor to be using any Mark in a manner not in accordance with quality standards established by the Sponsor, the Sponsor shall provide written notice of such unacceptable use including the reason why applicable quality standards are not being met. If acceptable proof that quality standards are met is not provided to the Sponsor within thirty (30) days after such notice, the entity's license to use such Mark shall terminate and shall not be renewed absent written authorization from the Sponsor.

4.3 In the Event of Termination . In the event of termination of this Agreement, pursuant to Section 5.4 or otherwise, or the termination of the License, the Partnership Group's right to utilize any Mark licensed under this Agreement shall automatically cease, and no later than ninety (90) days following such termination, (a) the Partnership Group shall cease all use of any Mark and shall adopt trademarks, service marks, trade names and, as applicable, corporate names, company names and partnership names, that are not confusingly similar to the Mark; *provided, however* , that any use of the Mark during such 90-day period shall continue to be subject to Section 4.2(b) , (b) at the Sponsor's request, the Partnership Group shall destroy all materials and content upon which such Mark continues to appear (or otherwise modify such materials and content such that the use or appearance of such Mark ceases) that are under the Partnership Group's control, and certify in writing to the Sponsor that the Partnership Group has done so, and (c) each member of the Partnership Group shall change its legal name so that there is no reference therein to the name "OCI," any name or d/b/a then used by any Sponsor Entity or any variation, derivation or abbreviation thereof, and in connection therewith, shall make all necessary filings of certificates with the Secretary of State of the State of Delaware and to otherwise amend its organizational documents by such date.

ARTICLE V
Miscellaneous

5.1 Choice of Law; Submission to Jurisdiction . This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each Party hereby submits to the jurisdiction of the state and federal courts in the State of New York and to venue in the state and federal courts in The City of New York, New York.

5.2 Notice . All notices or requests or consents provided for by, or permitted to be given pursuant to, this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postage-paid, and registered or certified with return receipt requested or by delivering such notice in person, by overnight delivery service or by facsimile to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All

notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 5.2 .

If to the Sponsor Entities:

OCI Enterprises Inc.
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Telephone: 412-375-2300

If to the Partnership Group:

OCI Resources LP
c/o OCI Resource Partners LLC, its General Partner
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Telephone: 707-375-2300

5.3 Entire Agreement . This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

5.4 Termination of Agreement .

Notwithstanding any other provision of this Agreement, if a Change of Control of the General Partner, the Sponsor or the Partnership occurs, then this Agreement, other than the provisions set forth in Article II , may at any time thereafter be terminated by the Sponsor or the Partnership by written notice to the other Parties.

5.5 Amendment or Modification . This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto; *provided, however* , that the Partnership may not, without the prior approval of the Conflicts Committee, agree to any amendment or modification of this Agreement that, in the reasonable discretion of the General Partner, would be adverse in any material respect to the holders of Common Units. Each such instrument shall be reduced to writing and shall be designated on its face an “Amendment” or an “Addendum” to this Agreement.

5.6 Assignment . No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto; *provided, however* , that the

Partnership may make a collateral assignment of this Agreement solely to secure working capital financing for the Partnership.

5.7 Counterparts . This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

5.8 Severability . If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

5.9 Further Assurances . In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

5.10 Rights of Limited Partners . The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no Limited Partner of the Partnership shall have the right, separate and apart from the Partnership, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

IN WITNESS WHEREOF , the Parties have executed this Agreement on, and effective as of, the Closing Date.

OCI ENTERPRISES INC.

By: /s/ Kirk H. Milling

Name: Kirk H. Milling

Title: President, Chief Executive Officer and Director

OCI RESOURCE PARTNERS LLC

By: /s/ Kirk H. Milling

Name: Kirk H. Milling

Title: President, Chief Executive Officer and Director

OCI RESOURCES LP

By: OCI RESOURCE PARTNERS LLC,
its general partner

By: /s/ Kirk H. Milling

Name: Kirk H. Milling

Title: President, Chief Executive Officer and Director

Exhibit 10.3

EXECUTION VERSION

THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF
OCI WYOMING, L.P.,
A DELAWARE LIMITED PARTNERSHIP

Dated as of September 18, 2013

By and between

OCI RESOURCES LP

AND

NRP TRONA LLC

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THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
OCI WYOMING, L.P.,
A DELAWARE LIMITED PARTNERSHIP

This THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into by and between OCI RESOURCES LP ("OCI"), a Delaware limited partnership, as a General Partner and a Limited Partner, and NRP TRONA LLC ("NRP TRONA"), a Delaware limited liability company, as a General Partner and a Limited Partner, together with any other Persons who become Partners in the Partnership as provided herein.

WHEREAS, on January 23, 2013, NRP TRONA acquired a general partnership interest in the Partnership and an indirect interest in the Partnership by acquiring an interest in OCI Wyoming Co., a Delaware corporation and former holder of a limited partnership interest in the Partnership ("OCI Co.");

WHEREAS, on July 18, 2013, the General Partners and the Partnership Committee entered into, and OCI Co. acknowledged, that certain Consent and Agreement (the "Consent") which, inter alia, sets forth NRP TRONA's consent to the Restructuring Transactions (as defined therein);

WHEREAS, on July 18, 2013, some aspects of the Restructuring Transactions were effected including, without limitation, the Transfer of the general partnership interest in the Partnership held by OCI Wyoming Holding Co. to OCI, the recapitalization of the limited partnership interest in the Partnership held by OCI Co. to eliminate, among other things, its priority return and the redemption of NRP TRONA's interest in OCI Co. in exchange for a limited partnership interest in the Partnership; and

WHEREAS, on the date hereof and contemporaneously with the consummation of the IPO, the Transfer of OCI Co.'s limited partnership interest in the Partnership to OCI has been effected.

NOW, THEREFORE, the parties hereto desire to amend and restate the Partnership Agreement to reflect the foregoing.

SECTION 1
THE PARTNERSHIP

1.1 Formation . The partnership was formed on December 5, 1991. The Partners hereby agree to continue the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. This Agreement completely restates, amends and supersedes that certain Agreement of Limited Partnership of Rhone-Poulenc of Wyoming, L.P., dated as of December 5, 1991, as amended from time to time.

1.2 Name . The name of the Partnership is OCI Wyoming, L.P., a Delaware limited partnership.

1.3 Purpose . The object and purpose of the Partnership is to engage in the United States in the business of mining sodium salts from natural resources and particularly trona and processing the material mined to produce refined soda ash and other refined or processed sodium products, and subject to Section 5.8(c) hereof, producing other products of the material mined, including intermediate products, co-products, and by-products. Solely toward the object and for the purpose described in the preceding sentence, the nature of the Partnership's business and the objects and purposes to be transacted, promoted, or carried on by it, may include the following:

(a) To manufacture, produce, buy, sell and deal in chemicals of every kind, organic and inorganic, natural or synthetic, in the form of raw materials, intermediates or finished products or by-products derived from the manufacture thereof, or products to be made therefrom;

(b) To engage in research, exploration, laboratory and development work relating to any substance, compound or mixture, now known or which may hereafter be known, discovered or developed, and to perfect, develop, manufacture, use, apply and generally deal in any such substance, compound or mixture;

(c) To acquire real and personal property of all kinds and to lease, develop, operate and deal in mines and mineral claims and mining properties of every kind;

(d) To conduct research work, refining, processing and manufacturing of all kinds, and to purchase and sell real and personal property, goods, wares and merchandise produced from or used for such activities;

(e) To erect, purchase, own, sell, lease, manage, occupy and improve land and buildings and to do and perform all things needful and lawful for the holding, development and improvement of the same for research, manufacturing, mining, trade and business purposes;

(f) To purchase or otherwise acquire, lease, assign, mortgage, pledge or otherwise dispose of any trade names, trademarks, concessions, inventions, formulas, improvements, processes of any nature whatsoever, copyrights, and letters patent of the United States and of foreign countries, and to accept and grant licenses thereunder;

(g) To subscribe or cause to be subscribed for, and to purchase or otherwise acquire, hold for investment, sell, assign, transfer, mortgage, pledge, exchange, distribute or otherwise dispose of the whole or any part of the shares of the capital stock, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, notes and other evidences of indebtedness or other interest in or of any corporation, stock company, partnership or association, now or hereafter existing, and whether created by or under the laws of the State of Delaware, or otherwise; and while owner of any of said shares of capital stock or partnership interests or bonds or other property to exercise all the rights, powers and privileges of ownership of every kind and description, including the right to vote thereon, with power to designate some person for that purpose from time to time to the same extent as natural persons might or could do;

(h) To endorse, guarantee and secure the payment and satisfaction of the principal of and interest on or evidenced by bonds, coupons, mortgages, deeds of trust, debentures, obligations or evidences of indebtedness of other partnerships or corporations; to guarantee and secure the payment or satisfaction of the par or stated value of or dividends on shares of the capital stock of corporations; to assume the whole or any part of the liabilities, existing or prospective, of any person, corporation, firm, partnership, or association; and to aid in any manner any other person or corporation with which it has business dealings, or whose stocks, bonds or other obligations are held or are in any manner guaranteed by the Partnership, and to do any other acts and things for the preservation, protection, improvement, or enhancement of the value of such stocks, bonds, or other obligations;

(i) Without in any way limiting any of the objects and powers of the Partnership, it is hereby expressly declared and provided that the Partnership shall have power to do all things hereinbefore enumerated, and also to issue or exchange Interests in the Partnership, bonds, and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to borrow money without limit; to mortgage or pledge its franchises, real or personal property, income and profits accruing to it, any stocks, bonds or other obligations, or any property which may be owned or acquired by it, and to secure any bonds or other obligations by it issued or incurred; and

(j) To carry on any business whatsoever which the Partnership may deem proper in connection with any of the foregoing purposes or otherwise, or which may be calculated, directly or indirectly, to promote the interests of the Partnership or to enhance the value of its property; to conduct its business in the State of Delaware, in other states, in the District of Columbia, and in the territories of the United States; and to hold, purchase, mortgage and convey real and personal property, either in or out of the State of Delaware, and to have and to exercise all the powers conferred upon the Partnership by the Act.

1.4 Principal Place of Business, Assets and Operations; Registered Office . The principal place of business of the Partnership is Five Concourse Parkway, Suite 2500, Atlanta, Georgia 30328, Attention: Chief Executive Officer, OCI Resource Partners LLC. The Partnership's principal assets are held, and its principal operations are conducted, at LaBarge Road, P.O. Box 513, Green River, Wyoming 82935. The registered office of the Partnership in the state of Delaware is located at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

1.5 Term . The term of the Partnership commenced on the date the certificate of limited partnership described in Section 17-201 of the Act (the "Certificate'') was filed in the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Partnership and its business is completed following a Liquidating Event, as provided in Section 12 hereof.

1.6 Filings; Agent for Service of Process .

(a) The General Partners shall take any and all actions reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the

laws of Delaware. The General Partners shall cause amendments to the Certificate to be filed whenever required by the Act.

(b) The General Partners shall execute and cause to be filed original or amended Certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of any other states or jurisdictions in which the Partnership engages in business.

(c) The registered agent for service of process on the Partnership is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 or any successor as appointed by the Partnership Committee in accordance with the Act.

(d) Upon the dissolution and completion of the winding up of the Partnership, the Liquidator shall promptly execute and cause to be filed certificates of cancellation in accordance with the Act and the laws of any other states or jurisdictions in which the Liquidator deems such filing necessary or advisable.

1.7 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann. Tit. 6, §§ 17-101 to 17-1109, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in such Interest Holder's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Interest Holder is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, or (ii) any Person owning or controlling 20% or more of the outstanding voting interests of such Person. For purposes of this definition, the term "controls," "is controlled by" or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(d) "Agreement" or "Partnership Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

(e) "Approval Amount" shall have the meaning set forth in Section 5.8(a)(iii) hereof.

(f) "Available Cash" means with respect to any calendar quarter ending prior to the date the Partnership is liquidated, the sum of all cash and cash equivalents of the Partnership on hand at the end of such quarter and all or any portion of additional cash and cash equivalents of the Partnership on hand on the date of determination of Available Cash with respect to such quarter resulting from financing arrangements entered into solely for working capital purposes or to pay distributions to the Partners made subsequent to the end of such quarter, less the amount of any cash reserves established by the Partnership Committee to (i) provide for the proper conduct of the business of the Partnership (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership) subsequent to such quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership is a party or by which it is bound or its assets are subject or (iii) provide funds for distributions in subsequent periods, in each case, as determined by the Partnership Committee. Notwithstanding the foregoing, "Available Cash" with respect to the quarter in which the Partnership is liquidated and any subsequent quarter shall equal zero.

(g) "Bankruptcy" means, with respect to any Person, a "Voluntary Bankruptcy" or an "Involuntary Bankruptcy." A "Voluntary Bankruptcy" means, with respect to any Person, the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property; or corporate action taken by such Person to authorize any of the actions set forth above. An ‘‘Involuntary Bankruptcy" means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within 90 days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the property of such Person which order shall not be dismissed within 60 days.

(h) "Big Island Plant" means the real estate and improvements located in Sweetwater County, Green River, Wyoming, that are used in and associated with the business described in Section 1.3 hereof.

(i) "Capital Account" means, with respect to any Partner or Interest Holder, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.2 or Section 3.3 hereof, and the amount of any Partnership liabilities assumed by such Person or which are secured by any Property distributed to such Person.

(ii) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.2 or Section 3.3 hereof, and the amount of any liabilities of such Person assumed by the Partnership or which are secured by any property contributed by such Person to the Partnership.

(iii) In the event all or a portion of an Interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(iv) In determining the amount of any liability for purposes of Sections 1.7(i)(i) and l.7(i)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Partnership Committee shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the Partners, or Interest Holders), are computed in order to comply with such Regulations, the Partnership Committee may make such modification; provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Section 12 hereof upon the dissolution of the Partnership. The Partnership Committee also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and Interest Holders and the aggregate amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704- 1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(j) "Capital Contributions" means, with respect to any Partner or Interest Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Interest in the Partnership held by such Person.

(k) "Certificate" has the meaning set forth in Section 1.5 hereof.

(l) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(m) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that (i) with respect to any depreciable or amortizable asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes and which difference is being eliminated by use of the "remedial allocation method" defined by Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall be the amount of book basis recovered for such Allocation Year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (ii) with respect to any other depreciable or amortizable asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner. If the Gross Asset Value of a depreciable or amortizable asset is adjusted pursuant to Sections 1.7(o)(ii) or 1.7(o)(iv) of the definition of Gross Asset Value during an Allocation Year, following such adjustment Depreciation shall thereafter be calculated under clause (i) or (ii) immediately above, whichever the case may be, based upon such Gross Asset Value, as so adjusted.

(n) "General Partner" means any Person who (i) is referred to as such in the first paragraph of this Agreement or has become a General Partner pursuant to the terms of this Agreement, and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement, in each case, in its capacity as a General Partner.

(o) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the Partnership Committee;

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partnership Committee, as of the following times: (a) the acquisition of an additional Interest in the

Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution or in exchange for the performance of more than a de minimis amount of services to or for the benefit of the Partnership; (b) the distribution by the Partnership to a Partner or Interest Holder of more than a de minimis amount of Property as consideration for an Interest in the Partnership; (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g)(1) (other than pursuant to Code Section 708(b)(1)(B)); or (iv) any other event to the extent determined in good faith by the Partnership Committee to be permitted and necessary to properly reflect Gross Asset Values in accordance with the standards set forth in Regulations Section 1.704-1(b)(2)(iv)(q); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Partnership Committee reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners and Interest Holders in the Partnership;

(iii) The Gross Asset Value of any Partnership asset distributed to any Partner or Interest Holder shall be the gross fair market value of such asset on the date of distribution; and

(iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) (including any such adjustments pursuant to Regulations Section 1.734-2(b)(1)), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 3.2(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.7(o)(iv) to the extent the Partnership Committee determines that an adjustment pursuant to Section 1.7(o)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.7(o)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.7(o)(i), 1.7(o)(ii), or 1.7(o)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(p) "Indemnified Person" means any Partner, any Affiliate of a Partner, or any director, officer, stockholder, employee, agent or representative of a Partner or such Affiliate, but shall not include any Representative or Officer.

(q) "Interest" means an ownership interest in the Partnership representing some or all of a Capital Contribution by a Partner pursuant to Section 2 hereof, including any and all benefits to which the holder of such an Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

(r) "Interest Holder" means any Person who holds an Interest, regardless of whether such Person has been admitted to the Partnership as a Partner. "Interest Holders" means all such Persons.

(s) "IPO" shall have the meaning set forth in Section 13.9.

(t) "Limited Partner" means any Person (i) who is referred to as such in the first paragraph of this Agreement or who has become a Limited Partner pursuant to the terms of this Agreement, and (ii) who holds an Interest, in each case, in its capacity as a Limited Partner. "Limited Partners" means all such Persons.

(u) "Liquidator" shall have the meaning set forth in Section 12.2 hereof.

(v) "Majority in Interest" shall be determined by reference to the Partners' Percentage Interests and, when referring to all Partners, shall mean Partners whose combined Percentage Interests represent more than 50% of the Percentage Interests then held by Partners as opposed to Interest Holders that have not been admitted as Partners, and, when referring to Limited Partners only, shall mean Limited Partners whose combined Percentage Interests represent more than 50% of the Percentage Interests then held by Limited Partners (as opposed to General Partners or Interest Holders that have not been admitted as Limited Partners).

(w) "Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(b)(1) and 1.704-2(c).

(x) "Nonrecourse Liability" has the meaning set forth in Regulations Section 1.704-2(b)(3).

(y) "Officer" means any person appointed as an officer of the Partnership pursuant to Section 5.3(a) of this Agreement.

(z) "OCI Credit Facility" means the senior secured credit facility provided to OCI pursuant to the Credit Agreement, dated as of July 18, 2013 by and among OCI, the guarantors party thereto, the financial institutions party thereto as lenders, Bank of America, N.A., as administrative agent for the lenders, and Bank of America Merrill Lynch, as sole lead arranger and sole book manager, as the same may be amended, restated, replaced, refinanced or otherwise modified from time to time.

(aa) "Partner Nonrecourse Debt Minimum Gain" has the meaning set forth in Regulations Section 1.704-2(i)(2).

(bb) "Partner Nonrecourse Debt" has the meaning set forth in Regulations Section 1.704-2(b)(4).

(cc) "Partner Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(i)(2).

(dd) "Partners" means the General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

(ee) "Partnership" means the partnership continued pursuant to this Agreement and the reconstituted partnership continuing the business of this Partnership in the event of a dissolution as provided in Section 12 hereof.

(ff) "Partnership Credit Facility" has the meaning set forth in Section 5.7(a) hereof.

(gg) "Partnership Committee" shall mean that committee of Partners' Representatives formed and continued pursuant to Section 5.2 hereof.

(hh) "Partnership Minimum Gain" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2 (d)(1).

(ii) "Percentage Interest" means, with respect to any Partner, the percentage interest in the Partnership as provided in Section 2 hereof.

(jj) "Permitted Transfer" means any transfer, assignment, encumbrance, pledge or other alienation of an Interest in the Partnership in accordance with Section 10.2 hereof.

(kk) "Person" means any individual, partnership, corporation, trust, or other entity.

(ll) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.7(ll) shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.7(ll), shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 1.7(o)(ii) or Section 1.7(o)(iv) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be

taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.7(m) hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner or Interest Holder's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses; and

(vii) Notwithstanding any other provision of this Section 1.7(ll), any items of Partnership income, gain, loss or deduction that are specially allocated pursuant to Section 3.2 or Section 3.3 hereof shall not be taken into account in computing Profits or Losses. The amount of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to the previous sentence or pursuant to such subsections shall be determined pursuant to rules analogous to those set forth in this definition of Profits and Losses.

(mm) "Property" means all real and personal property acquired by the Partnership and any improvements thereto, and shall include both tangible and intangible property.

(nn) "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).

(oo) "Representative" means a representative to the Partnership Committee appointed pursuant to Section 5.2 (a) hereof and who has not ceased to be a representative in accordance with such section. "Representatives" means all such Representatives.

(pp) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of; provided that, subject to the last sentence of Section 10.1, no Transfer or issuance of any equity interest in any Person that directly or indirectly holds Interests shall constitute a Transfer of such Interests for purposes of this Agreement.

(qq) "Ultimate Parent" means (i) in the case of OCI, OCI Chemical Corporation and (ii) in the case of NRP TRONA, Natural Resource Partners L.P., a Delaware limited partnership.

1.8 Title to Property . All real and personal property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in such property in its individual name or right, and each Partner's interest in the Partnership shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Partnership shall hold all of its real and personal property in the name of the Partnership and not in the name of any Partner.

1.9 Payments of Individual Obligations . The Partnership's credit and assets shall be used solely for the benefit of the Partnership, and no asset of the Partnership shall be transferred or encumbered for or in payment of any individual obligation of any Partner.

SECTION 2
PARTNER'S CAPITAL CONTRIBUTIONS

2.1 General Partners . The names, addresses, and Percentage Interests of the General Partners are as follows:

Name and Address	Percentage Interest
OCI RESOURCES LP Five Concourse Parkway Suite 2500 Atlanta, Georgia 30328 Attention: Chief Executive Officer	40.98%
NRP TRONA LLC c/o NRP (Operating) LLC 601 Jefferson Suite 3600 Houston, Texas 77002 Attention: Vice President and General Counsel	39.37%

2.2 Limited Partner . The names, addresses, and Percentage Interests of the Limited Partners are as follows:

Name and Address	Percentage Interest
OCI RESOURCES LP Five Concourse Parkway Suite 2500 Atlanta, Georgia 30328 Attention: Chief Executive Officer	10.02%
NRP TRONA LLC c/o NRP (Operating) LLC 601 Jefferson Suite 3600 Houston, Texas 77002 Attention: Vice President and General Counsel	9.63%

2.3 Additional Capital Contributions .

(a) In General . The Partners hereby agree to contribute from time to time in accordance with their Percentage Interests (or, as between OCI and NRP TRONA only, in such other percentages as may from time to time be agreed upon by them) such additional funds as may be required by the Partnership and called for by the Partnership Committee. Additional Capital Contributions required by this Section 2.3(a) shall be made on two days' notice from the Partnership Committee. Notwithstanding anything to the contrary in this Agreement, the Partners hereby agree that if at any time the relative Percentage Interests of the General Partners are not proportionate to their relative aggregate Capital Contributions, and such disproportionality is not attributable to disproportionate Capital Contributions agreed to by OCI and NRP TRONA pursuant to the first sentence of this Section 2.3(a), the General Partners will make such additional Capital Contributions and shall be entitled to receive such distributions as are necessary to restore such proportionality.

(b) Preemptive Rights . Each of OCI and NRP TRONA shall have the preemptive right, during a reasonable time and on reasonable conditions, both to be fixed by the Partnership Committee in their absolute discretion, to subscribe pro rata, in proportion to their Percentage Interests, for any additional Interests in the Partnership.

2.4 Member's Liability . Except as otherwise provided by this Agreement, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as otherwise provided by this Agreement, any pre-existing agreements among the Partners, or applicable state law, a Limited Partner shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Partnership or, after its Capital Contributions have been paid, to make any additional contributions to the Partnership.

SECTION 3
ALLOCATIONS

3.1 Profits and Losses .

(a) After giving effect to the special allocations set forth in Sections 3.2 and 3.3 hereof, Profits and Losses for any fiscal year shall be allocated among the Partners and Interest Holders *pro rata* in accordance with their respective Percentage Interests.

(b) Losses allocated pursuant to Section 3.1(a) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Partner or Interest Holder to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitation set forth in this Section 3.1(b) shall be allocated among the General Partners *pro rata* in accordance with their respective Percentage Interests. Any Losses allocated pursuant to the previous sentence of this Section 3.1(b) shall be reversed with an allocation of Profits of an equal amount prior to any allocations pursuant to Section 3.1(a).

3.2 Special Allocations . The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback . Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 3, if there is a net decrease in Partnership Minimum Gain during any fiscal year, each Partner and Interest Holder shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's and Interest Holder's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner and Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 3.2(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback . Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 3, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any fiscal year, each Partner and Interest Holder who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's and Interest Holder's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner and Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 3.2(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset . In the event any Partner or Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Interest Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Interest Holder as quickly as possible; provided that an allocation pursuant to this Section 3.2(c) shall be made only if and to the extent that such Interest Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 3 have been tentatively made as if this Section 3.2(c) were not in the Agreement. This Section 3.2(c) is intended to comply with the qualified income offset requirement in Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Gross Income Allocation . In the event any Partner or Interest Holder has an Adjusted Capital Account Deficit at the end of any fiscal year which is in excess of the sum of (i) the amount such Interest Holder is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Interest Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Interest Holder shall be specially allocated items of Partnership income and gain in the

amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.2(d) shall be made only if and to the extent that such Interest Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 3 have been made as if Section 3.2(c) hereof and this Section 3.2(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated among the Partners and Interest Holders *pro rata* in accordance with their respective Percentage Interests.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Partner or Interest Holder who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) (including any such adjustments pursuant to Regulations Section 1.734-2(b)(1)) is required, pursuant to Regulations Sections 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners and Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

3.3 Curative Allocations.

The allocations set forth in Sections 3.1(b) and 3.2 hereof (collectively, the "Regulatory Allocations") are intended to comply with the requirements of the Regulations. It is the intent of the parties hereto that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 3.3. Therefore, notwithstanding any other provision of Section 3 (other than the Regulatory Allocations), the Partnership Committee shall make such offsetting special allocations of Partnership income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's or Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account such Person would have had if the Regulatory Allocations were not terms of this Agreement and all Partnership items were allocated pursuant to Section 3.1(a). In exercising its discretion under this Section 3.3, the Partnership Committee shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

3.4 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily,

monthly' or other basis, as determined by the Partnership Committee using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners and Interest Holders in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Partners are aware of the income tax consequences of the allocations made by this Section 3 and hereby agree to be bound by the provisions of this Section 3 in reporting their shares of Partnership income and loss for income tax purposes.

(d) Solely for purposes of determining a Partner's or Interest Holder's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), if any, such excess nonrecourse liability shall be allocated to the Partners or Interest Holders as follows:

(i) First, such excess nonrecourse liabilities shall be allocated to the Partners and Interest Holders up to the amount of built-in gain allocable to such Person on Code Section 704(c) property (as defined in Regulations Section 1.704-3(a)(3)(i)) or property for which reverse Code Section 704(c) allocations are applicable (as described in Regulations Section 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Regulations Section 1.752-3(a)(2).

(ii) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Partners and Interest Holders in accordance with their Percentage Interests.

(e) To the extent permitted by Regulations Sections 1.704-2(h) and 1.704-2(i)(6), the Partnership Committee shall endeavor to treat distributions of Available Cash as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Interest Holder.

3.5 Tax Allocations: Code Section 704(c) .

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be determined and allocated among the Partners and Interest Holders under the rules prescribed by Regulations Section 1.704-3(d)(2) so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.7(o)(i) hereof).

In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 1.7(o)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset

for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and under the rules prescribed by Regulations Section 1.704-3(d)(2).

Any elections or other decisions relating to such allocations shall be made by the Partnership Committee in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 4
DISTRIBUTIONS

4.1 Quarterly Distributions . Except as otherwise provided in Section 12 hereof, Available Cash, if any, shall be distributed quarterly in the following order and priority:

(a) First, to the Partners, in proportion to the total amount distributable to each such Partner pursuant to this Section 4.1(a), until each such Partner receives an amount equal to the excess, if any, of (i) the cumulative additional Capital Contributions made by such Partner pursuant to Section 2.3(a) hereof from the date hereof to the end of the quarter preceding the quarter during which such distribution is made, over (ii) the sum of all prior distributions to such Partner pursuant to this Section 4.1(a) during that same period; and

(b) The balance, if any, to the Partners *pro rata* in accordance with their respective Percentage Interests.

4.2 Amounts Withheld . All amounts withheld during any fiscal year pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Partnership, the Partners or the Interest Holders shall be treated for all purposes under this Agreement as amounts distributed pursuant to this Section 4 to the Partners and the Interest Holders with respect to which such amounts are withheld, and shall reduce amounts otherwise distributable to each such Partner during such period, provided that, if the amounts required to be withheld with respect to each Partner or Interest Holder during such period exceed the amounts otherwise distributable to such Partner or Interest Holder during such period, such Partner or Interest Holder shall contribute to the Partnership an amount equal to such excess upon demand by OCI. The Partnership Committee is authorized to withhold from distributions, or with respect to allocations, to the Partners and Interest Holders and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law, and may allocate any such amounts among the Partners and Interest Holders in any manner that is in accordance with applicable law.

SECTION 5
MANAGEMENT

5.1 General Authority of General Partners and Partnership Committee . The General Partners shall have such rights, powers and authority, and only such rights, powers and authority, in the management of the Property and the business of the Partnership as shall be

necessary to enable them to take such acts as are required to be taken by them in accordance with this Agreement and applicable law. Except as otherwise provided in this Agreement (including, without limitation, in this Section 5) or as otherwise required by applicable law, the property and business of the Partnership shall be managed by the Partnership Committee, which has, to the extent permitted by applicable law, all requisite right, power and authority to, and may, without the consent of Partners, exercise all such powers and do all such lawful acts and things as are not directed or required by this Agreement or the Act to be exercised or done or consented to by the Partners, including but not limited to, the right, power and authority to cause the Partnership to:

(a) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(b) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(c) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or appropriate in connection with the management, maintenance, and operation of Partnership property, or in connection with managing the affairs of the Partnership, including executing amendments to this Agreement and the Certificate in accordance with the terms of this Agreement;

(d) Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge, or other lien on any Partnership property;

(e) Execute, in furtherance of any or all of the purposes of the Partnership, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the Partnership property;

(f) Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Property;

(g) Care for and distribute funds to the Partners and Interest Holders by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Partnership or this Agreement;

(h) Contract on behalf of the Partnership for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Partnership;

(i) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Partnership Property and General Partner liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified;

(j) Make any and all elections for federal, state, and local tax purposes including, but not limited to, any election, if permitted by applicable law: (i) to adjust the basis of Partnership property pursuant to Code Sections 754, 734(b) and 743(b), or comparable provisions of state or local law, in connection with transfers of Partnership Interests and Partnership distributions; (ii) with the consent of the Partner or Interest Holder affected thereby, to extend the statute of limitations for assessment of tax deficiencies against such Partners and Interest Holders with respect to adjustments to the Partnership's federal, state, or local tax returns; and (iii) in accordance with Section 8.5 hereof, to represent the Partnership, the Partners and the Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership, the Partners, and the Interest Holders in their capacities as Partners or Interest Holders, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including, to the extent provided in Code Sections 6221 through 6231, agreements or other documents that bind the Partners and Interest Holders with respect to such tax matters or otherwise affect the rights of the Partnership, Partners, and Interest Holders;

(k) Take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(l) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Partnership and to engage counsel or others in connection therewith.

5.2 Partnership Committee .

(a) Representatives . The Partnership Committee shall consist of seven Representatives, four of whom shall be appointed by OCI and three of whom shall be appointed by NRP TRONA, unless NRP TRONA shall elect to appoint a lesser number of Representatives. Each Partner shall appoint its Representatives and shall fill vacancies as they occur within 15 days. Representatives shall serve for indefinite terms at the pleasure of the appointing Partner.

(b) Meetings of the Partnership Committee .

(i) The Partnership Committee may hold its meetings, both regular and special, either within or without the State of Delaware, and either in person or by telephone.

(ii) An annual meeting of the Partnership Committee shall be held at such time and place during the month of February as shall be determined by the Representatives. The Partnership Committee shall hold one meeting in the third quarter of each calendar year and one meeting in the fourth quarter of each calendar year and may hold such

additional regular meetings as a majority of the Representatives shall determine to be necessary. The Secretary shall cause written notice of the place, date and hour of each regular meeting of the Partnership Committee, along with a list of the agenda items for such Partnership Committee meeting, to be given to each Representative not less than two days before the date of such meeting if such notice is given personally or by telegram, or not less than five days before the date of such meeting if such notice is given by mail. Notice of any such meeting need not be given to any Representative who attends such meeting without protesting the lack of notice to him, prior to or at the commencement of such meeting, or to any Representative who submits a signed waiver of notice, whether before or after such meeting. No notice need be given of any adjourned meeting, unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of this Section shall be given to each Representative.

(iii) Special meetings of the Partnership Committee may be called by the president on two days' notice to each Representative, if such notice is given personally or by telegram, on five days' notice if such notice is given by mail, or without notice if such notice requirement is expressly waived by all of the Representatives. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two Representatives.

(iv) At each meeting of the Partnership Committee, each Representative of each Partner shall be authorized to vote on his own behalf and on behalf of each and every other Representative of such Partner that is not present at such meeting. The presence of a Representative (in person or through a voting Representative) of a majority in number of the Partners shall be necessary and sufficient to constitute a quorum for the transaction of business; provided that at least one of such Representatives must be a Representative appointed by OCI, and the act of a majority of the Representatives, whether present at such meeting or represented by another Representative voting on his behalf, at which there is a quorum shall be the act of the Partnership Committee, except as may be otherwise specifically provided by this Agreement or the Act. If a quorum shall not be present at any meeting of Representatives, the Representatives present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(v) Each Partner hereby agrees that it shall be bound by the act or vote of any of its Representatives, whether acting on his own behalf or on behalf of other Representatives in accordance with Section 5.2(b)(iv) hereof, and without regard to any requirement or procedure of such Partner for authorization or ratification of the act or vote of such Representative, including, without limitation, any financial limitations or restrictions placed by such Partner on the acts or votes of any Representative.

(c) Action Without Meeting . Any action required or permitted to be taken at any meeting of the Partnership Committee or any committee thereof may be taken without a meeting if all the Representatives or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Partnership Committee or committee.

(d) Subcommittees of Representatives .

(i) The Partnership Committee may, by resolution passed by a majority of all of the Representatives, designate one or more subcommittees, each subcommittee to consist of two or more of the Representatives, which, to the extent provided in said resolution, shall have and may exercise the powers of the Partnership Committee in the management of the business and affairs of the Partnership. Such subcommittee or subcommittees shall have such name or names as may be determined from time to time by resolution adopted by the Partnership Committee. NRP TRONA shall be entitled to nominate Representatives on any subcommittee appointed by the Partnership Committee, but the majority of Representatives on all such subcommittees shall be Representatives appointed by OCI.

(ii) Each subcommittee shall keep regular minutes of its proceedings and report the same to the Partnership Committee when required.

(e) Compensation of Representatives . Representatives, as such, shall not receive any stated salary for their services, provided that nothing herein contained shall be construed to preclude any Representative from serving the Partnership in any other capacity and receiving compensation therefor.

(f) General Standards of Conduct for Representatives .

(i) A member of the Partnership Committee shall discharge his duties as a Representative, including his duties as a member of a subcommittee:

(A) In a manner he believes in good faith to be in the best interests of the Partnership; and

(B) With the care an ordinarily prudent person in a like position would exercise under similar circumstances.

(ii) In discharging his duties, a Representative is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(A) One or more Officers or employees of the Partnership whom the Representative reasonably believes to be reliable and competent in the matters presented;

(B) Legal counsel, public accountants, investment bankers, or other persons as to matters the Representative reasonably believes are within the person’s professional or expert competence; or

(C) A subcommittee of the Partnership Committee of which he is not a member if the Representative reasonably believes the subcommittee merits confidence.

(iii) Notwithstanding subsection (ii) above, a Representative is not entitled to rely if he has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (ii) above unwarranted.

5.3 Officers .

(a) Appointment .

(i) The officers of the Partnership shall be chosen by the Partnership Committee and shall be a president, a secretary and a treasurer. Two or more offices may be held by the same person, except that where the offices of president and secretary are held by the same person, such person shall not hold any other office.

(ii) The Partnership Committee at each annual meeting shall choose a president from its members, and shall choose a secretary and a treasurer, neither of whom need be a Representative on the Partnership Committee.

(iii) The Partnership Committee may appoint such other officers and agents as it shall deem necessary or desirable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Partnership Committee.

(iv) The officers of the Partnership shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Partnership Committee may be removed at any time by the affirmative vote of a majority of all of the Representatives, or by any subcommittee or superior officer upon whom such power of removal may be conferred by the affirmative vote of a majority of all of the Representatives. If the office of any officer shall become vacant for any reason, the vacancy shall be filled by the Partnership Committee.

(b) The President .

(i) The president shall be the chief executive officer of the Partnership. He shall preside at all meetings of the Partners and Partnership Committee, shall be ex officio a member of all standing subcommittees, shall have general and active management of the business of the Partnership, and shall see that all orders and resolutions of the Partnership Committee are carried into effect.

(ii) The president shall execute deeds, notes, bonds, mortgages and contracts, and other instruments, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Partnership Committee to some other officer or agent of the Partnership.

(c) The Secretary . The secretary shall attend all meetings of the Partnership Committee and all meetings of the Partners and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing subcommittees when required. He shall give, or cause to be given, notice of all meetings of the Partners and special meetings of the Partnership Committee, and shall perform

such other duties as may be prescribed by the Partnership Committee or president, under whose supervision he shall be.

(d) The Treasurer .

(i) The treasurer shall have the custody of the Partnership funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Partnership and shall deposit all moneys and other valuable effects in the name and to the credit of the Partnership in such depositaries as may be designated by the Partnership Committee.

(ii) The treasurer shall disburse the funds of the Partnership as may be ordered by the Partnership Committee, taking proper vouchers for such disbursements, and shall render to the president and Representatives, at the regular meetings of the Partnership Committee, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Partnership.

(iii) If required by the Partnership Committee, the treasurer shall give the Partnership a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Partnership Committee for the faithful performance of the duties of his office and for the restoration of the Partnership in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Partnership.

(e) General Standards of Conduct for Officers .

(i) An Officer with discretionary authority shall discharge his duties as such:

(A) In a manner he believes in good faith to be in the best interests of the Partnership; and

(B) With the care an ordinary prudent person in a like position would exercise under similar circumstances.

(ii) In discharging his duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(A) One or more Officers or employees of the Partnership whom the Officer reasonably believes to be reliable and competent in the matters presented; or

(B) Legal counsel, public accountants, investment bankers, or other persons as to matters the Officer reasonably believes are within the person’s professional or expert competence.

(iii) Notwithstanding subsection (ii) above, an Officer is not entitled to rely if he has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (ii) above unwarranted.

5.4 Right to Rely on Books of Account . Each officer, Representative, or member of any subcommittee designed by the Partnership Committee shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Partnership by any of its officials or by an independent certified public accountant or by an appraiser selected with reasonable care by the Partnership Committee or by any such subcommittee or in relying in good faith upon other records of the Partnership.

5.5 Indemnification of Representatives and Officers .

(a) To the fullest extent permitted by applicable law, each Representative, Officer and Indemnified Person (and their respective heirs, executors and administrators) shall be indemnified by the Partnership (and any receiver, liquidator or trustee of, or successor to, the Partnership) from and against any and all liabilities, obligations, losses, damages, penalties, costs or expenses (including, without limitation, all costs and expenses of defense, appeal or settlement reasonably incurred by or imposed upon him) in connection with or arising out of any action, suit or proceeding in which he may be involved and which relates in any way to the Partnership or its business and assets, or to which he may be made a party by reason of his being or having been a Representative or Officer of the Partnership or, at its request, a partner or officer of any partnership or corporation of which it is a partner, stockholder or creditor and for which he is not entitled to be indemnified (whether or not he continues to be a Representative, Officer or Indemnified Person at the time of imposing or incurring such expenses); provided, however, that no indemnification shall be provided hereunder in respect of matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for breach of any duty expressly imposed by this Agreement; intentional misconduct; a knowing violation of law; or any transaction from which such Representative, Officer or Indemnified Person derived an improper personal benefit. With respect to any criminal action or proceeding, no indemnification shall be provided hereunder if such Representative, Officer or Indemnified Person had reasonable cause to believe that his or her conduct was unlawful. In the event of a settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Partnership is advised by counsel that the person to be indemnified did not commit a breach of duty; intentional misconduct; a knowing violation of law; derive an improper personal benefit from a transaction; or have reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be provided hereunder in respect of any claim by the Partnership or any Partner against a Representative, Officer or Indemnified Person other than a claim for costs and expenses of defense, appeal and settlement reasonably incurred by or imposed on him and otherwise indemnifiable hereunder. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

(b) The Partnership shall pay expenses as they are incurred by any Indemnified Person, Representative or Officer in connection with any action, claim, or proceeding that the Indemnified Person, Representative or Officer asserts in good faith to be subject to the indemnification obligations set forth herein, upon receipt of an undertaking from

such Indemnified Person, Representative or Officer to repay all amounts so paid by the Partnership to the extent that it is finally determined that the Indemnified Person, Representative or Officer is not entitled to be indemnified therefor under the terms hereof.

(c) If a claim for indemnification or payment of expenses hereunder is not paid in full within ten days after a written claim therefor has been received by the Partnership, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Partnership shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

5.6 Day-to-Day Management: Staffing .

(a) Executive Staffing and Technological Guidance . The Partners agree that OCI shall have the responsibility for the management and staffing of the Partnership and the furnishing to it of technological guidance. OCI agrees to furnish the following normal and essential business services to the Partnership with OCI's own personnel; provided, however, that OCI's obligation under this Section 5.6 may be performed by OCI Enterprises Inc. or any of its Affiliates:

(i) All management, supervision and administration above the level of Resident Plant Manager;

(ii) General engineering, research and development, and technological guidance, except work performed directly related to specific projects or studies (which work is subject to Section 5.8(b) hereof);

(iii) Accounting, payroll, credit and tax and information services, including, without limitation, Partnership accounting, cost accounting, payroll preparation and filing, cash receipts and disbursements handling including paying and filing of vendor's invoices, and tax return preparation and filing (all such services to be based upon reports from plant personnel pertaining to production, material receipts and shipments, inventories, employee's time and job distribution and similar information customarily furnished by operating plant personnel);

(iv) Public relations and advertising services;

(v) Employee training and employee relations, including, without limitation, negotiation and administration of labor contracts and employee benefit plans;

(vi) Transportation services, including, without limitation, negotiation of favorable freight rates and general supervision of freight claim processing and other traffic matters;

(vii) Routine legal services (not including problems involving actual or threatened litigation, patent exploration and filing or other extraordinary legal services);

(viii) Environmental control services, including compliance with all applicable environmental laws and regulations;

(ix) Treasury and internal audit services and administration of an overall insurance program for protection of Partnership assets; and

(x) Purchasing services, including, without limitation, negotiation for major purchases and administration of purchasing routines including review of all appropriation requests and acquisition of electrical energy and necessary plant fuels.

(b) Plant and Mine Staffing . The mining, refining, processing, storage and shipping operations conducted at the Big Island Plant and all other operations incidental thereto conducted upon and in the vicinity of the Big Island Plant shall be performed by plant and mine forces on the payroll of the Partnership. Such forces shall be headquartered at said plant under the supervision of the Resident Plant Manager.

(c) Other Staffing . The Partnership shall have authority to contract for and bear the cost of such specialized and extraordinary outside services relating to its operations and activities as shall be authorized by the Partnership Committee.

(d) Compensation . Subject to and in accordance with the terms and provisions of this Agreement and such reasonable allocation and other procedures as may be agreed upon by OCI (and/or its Affiliates) and the Partnership from time to time, the Partnership hereby agrees to reimburse OCI (and/or its Affiliates) for all direct and indirect costs and expenses incurred by OCI (and/or its Affiliates) in connection with the provision of the services described in Section 5.6(a) hereof, including the following:

(i) any payments or expenses incurred for insurance coverage, including allocable portions of premiums, and negotiated instruments (including surety bonds and performance bonds) provided by underwriters with respect to the assets or business of the Partnership;

(ii) an allocated portion of salaries and related benefits (including 401(k), pension, bonuses and health insurance benefits) and expenses of personnel employed by OCI (and/or its Affiliates) who render services to the Partnership, plus general and administrative expenses associated with such personnel;

(iii) any taxes or other direct operating expenses paid by OCI (and/or its Affiliates) for the benefit of the Partnership (including any state income, franchise or similar tax paid by OCI (and/or its Affiliates) resulting from the inclusion of the Partnership in a combined or consolidated state income, franchise or similar tax report with OCI (and/or its Affiliates) as required by applicable law as opposed to the flow through of income attributable to the ownership interest of OCI (and/or its Affiliates) in the Partnership), *provided, however* , that the amount of any such reimbursement shall be limited to the tax that the Partnership would have paid had it not been included in a combined or consolidated group with OCI (and/or its Affiliates);

it being agreed, however, that to the extent any reimbursable costs or expenses incurred by OCI (and/or its Affiliates) consist of an allocated portion of costs and expenses incurred by OCI (and/or its Affiliates) for the benefit of both the Partnership and OCI (and/or its Affiliates), such allocation shall be made on a reasonable cost reimbursement basis as determined by OCI (and/or its Affiliates).

5.7 Loans .

(a) In the event the Partnership shall desire to borrow money for the construction of additional capital improvements or the acquisition of additional capital assets, OCI and NRP TRONA shall have a preemptive right, during a reasonable time and on reasonable conditions, both to be fixed by the Partnership Committee in its absolute discretion, to loan its pro rata share in proportion to its Percentage Interests, of any such money loaned to the Partnership; it being understood that no preemption right shall apply in connection with the Credit Agreement, dated as of July 18, 2013 by and among the Partnership, the guarantors party thereto, the financial institutions party thereto as lenders, Bank of America, N.A., as administrative agent for the lenders, swing line lender and l/c issuer, and Bank of America Merrill Lynch, as sole lead arranger and sole book manager, as the same may be amended, restated, replaced, refinanced or otherwise modified from time to time (the "Partnership Credit Facility") and/or any borrowings, loans and/or financings thereunder.

(b) All repayments by the Partnership on promissory notes issued by the Partnership to cover advances from NRP TRONA and OCI shall be made in proportion to the then outstanding balances of said notes.

5.8 Operating Restrictions .

(a) Operating Programs and Budgets . The operations of the Partnership shall be conducted, expenses shall be incurred, and assets shall be acquired pursuant to "Budgets" and "Programs" prepared by OCI and provided to the Partners in accordance with this Section 5.8(a). Except as provided in Sections 5.8(a)(iii) and 5.8(a)(iv) hereof, the approval of the Partnership Committee shall be required prior to any action that is materially inconsistent with any current Budget or Program.

(i) In accordance with Section 8.4 hereof and Exhibit A hereto, OCI will prepare and provide to the Partners an annual budget and a three-year plan setting forth such assumptions and forecasts as are required to review the status of the business and determine future capital requirements (such annual plan and three-year plan herein referred to together as the "Budget"). OCI shall prepare and provide to the Partners "Programs" for all planned capital expenditures whether or not such capital expenditures were specifically described in the Budget. Such "Programs" shall be presented with description, justification, and spending plans in the form customarily used by OCI Enterprises Inc.

(ii) Within 45 days after a proposed Budget or Program is provided to the Partners, each Partner shall provide to the Partnership Committee:

(A) Notice that such Partner endorses the proposed Budget or Program; or

(B) Proposed modifications to the proposed Budget or Program.

If any Partner provides proposed modifications to a proposed Budget or Program in accordance with this Section 5.8(a)(ii), OCI shall give serious consideration to such proposals and make such changes in the proposed Budget or Program as it deems appropriate within its discretion.

(iii) Programs for capital expenditures will be approved by the Partnership Committee. Authority for approval by the Partnership Committee is delegated as follows:

(A) Programs for which the anticipated total spending will equal or exceed One Million Dollars require specific approval of the Partnership Committee.

(B) Programs estimated to cost in excess of the Approval Amount and less than $1,000,000 and included in the Budget shall be recommended by the Partnership's officers and provided to NRP TRONA (and with respect to which NRP TRONA may propose modifications in the manner provided in Section 5.8(a)(ii) hereof), and approved by OCI.

(C) Programs estimated to cost less than the Approval Amount and included in the Budget are to be approved by OCI with information copy of approval to be provided to NRP TRONA.

(D) Programs not included in the Budget and estimated to cost in excess of the Approval Amount require specific approval of the Partnership Committee.

For purposes of this Section 5.8(a)(iii), the "Approval Amount" shall be $350,000 or such other amount as may be approved by the Capital Approval Committee of OCI (or other committee responsible for authorizing capital expenditures to be made by OCI).

(iv) Notwithstanding anything to the contrary in this Agreement, the Partnership Committee and the Resident Plant Manager shall have the right to take actions that are materially inconsistent with any current Budget or Programs if any of them, in their reasonable judgment, deems such action necessary for the protection of life or health or the preservation of Partnership assets and if, under the circumstances, in the good faith estimation of any of them, there is insufficient time to allow the Partners to review such action in accordance with Section 5.8(a)(ii) hereof and any delay would materially increase the risk to life or health or the preservation of Partnership assets. Either the Partnership Committee or the Resident Plant Manager shall notify the Partners of each such action contemporaneously therewith or as soon as reasonably practical thereafter. Such authority shall lapse and terminate upon reduction of such risk to life or health or preservation of assets.

(v) The Partnership Committee and OCI shall promptly advise and inform the Partners of any transaction, notice, event, or proposal directly relating to the management and operation of the Partnership's business which does or could affect, either

adversely or favorably, the Partnership's business or cause a deviation from any current Budget or Programs.

(b) Transactions with Affiliates. Other than the Transfer of OCI Co.'s limited partnership interest in the Partnership to OCI, as specifically set forth in Section 13.9, no contract or other transaction between the Partnership and any Partner owning or controlling a majority of the Interests in the Partnership or any Affiliate of such majority Partner shall be valid unless ratified by unanimous vote of the Partnership Committee at a meeting of the Partnership Committee or by written consent without a meeting. Subject to the foregoing, the Partnership shall have all rights provided under the Act to enter into any and all contracts or other transactions with any other corporation, partnership, firm or association in which any one or more of the Representatives has any pecuniary or other interest. However, any contracts or transactions referred to in the preceding sentence must be ratified by unanimous vote of the Partnership Committee at a meeting of the Partnership Committee or by written consent without a meeting.

(c) Utilization of Mined Sodium Minerals. None of the sodium minerals mined by the Partnership at and in the vicinity of the Big Island Plant shall be sold or otherwise transferred by the Partnership prior to the refining or processing thereof by the Partnership without the consent of NRP TRONA.

5.9 Vote of Limited Partners. Notwithstanding anything to the contrary in this Agreement, without the consent of the Limited Partner neither the Partnership Committee nor any Representative or Partner shall have the authority to, and each such Person covenants and agrees that it shall not:

(a) Knowingly do any act in contravention of this Agreement;

(b) Knowingly perform any act that would subject the Limited Partner to liability as a general partner in any jurisdiction; or

(c) Sell or otherwise dispose of all or substantially all of the Property, except for a liquidating sale of Property in connection with the dissolution of the Partnership.

5.10 Duties of General Partners and Their Affiliates. Except as expressly provided in this Agreement, no General Partner and no Affiliate or employee of a General Partner shall have any duties to the Partnership or the Partners. To the extent any General Partner exercises any right, power and authority to act under this Agreement, such General Partner shall act in a manner it believes in good faith to be in the best interests of the Partnership and shall take no action that constitutes negligence or willful or wanton misconduct in connection therewith; provided, however, that a General Partner may Transfer its Interest in the Partnership pursuant to Sections 10 and 11 hereof and OCI may effect the IPO without regard to the best interests of the Partnership. Except as set forth in Sections 5.2(f) and 5.3(e) hereof, no Affiliate or employee of any General Partner shall have any duty to the Partnership or to any Partner unless such Affiliate or employee participates in the management of the business and assets of the Partnership, and the sole duties to the Partnership and the Partners of any Affiliate or employee of a General Partner (other than an Affiliate or employee who serves as a

Representative or an Officer) who so participates in the management of the business and assets of the Partnership shall be the same as the duties of each General Partner stated in the immediately preceding sentence.

5.11 Reliance on Agreement. To the extent that, at law or in equity, an Indemnified Person, Representative, or Officer has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, an Indemnified Person, Representative, or Officer acting under this Agreement or in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person, Representative, or Officer are agreed by the Partners to replace such other duties and liabilities of such Indemnified Person, Representative, or Officer, otherwise existing at law or in equity.

SECTION 6
ROLE OF LIMITED PARTNERS

6.1 Rights or Powers. No Limited Partner shall have any right or power to take part in the management or control of the Partnership or its business and affairs or to act for or bind the Partnership in any way.

6.2 Voting and Other Rights. The Limited Partners shall have the right to vote on the matters explicitly set forth in this Agreement and to take such other actions as are explicitly set forth in this Agreement, and the Limited Partner shall not be deemed to have taken part in the management or control of the Partnership or its business or affairs as a result of exercising any such rights.

SECTION 7
REPRESENTATIONS AND WARRANTIES

7.1 In General. As of the date hereof, each of the statements contained herein shall be a true, accurate, and full disclosure of all facts relevant to the matters contained therein, and such warranties and representations shall survive the execution of this Agreement.

7.2 Representations and Warranties. Each Partner hereby represents and warrants that, as of the date hereof and as of the effective date of this Agreement:

(a) Due Organization; Authorization of Agreement. Such Partner is a limited partnership or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the necessary corporate, limited partnership or limited liability company, as applicable, power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Partner is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such Partner has the necessary corporate, limited partnership or limited liability company, as applicable, power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery and performance of this Agreement

has been duly authorized by all necessary corporate, limited partnership or limited liability company, as applicable, action. This Agreement constitutes the legal, valid and binding obligation of such Partner, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and to general equity principles.

(b) No Conflict with Restrictions; No Default . Neither the execution, delivery and performance of this Agreement nor the consummation by such Partner of the transactions contemplated hereby (i) will conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to such Partner, (ii) will conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the organizational documents of such Partner or of any material agreement or instrument to which such Partner is a party or by which such Partner is or may be bound or to which any of its material properties or assets is subject, (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, or give to others any material interests or rights or require any consent, authorization or approval under any indenture, mortgage, lease agreement or instrument to which such Partner is a party or by which such Partner is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such Partner.

(c) Governmental Authorizations . No registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, is required in connection with the valid execution, delivery, acceptance and performance by such Partner under this Agreement or the consummation by such Partner of any transaction contemplated hereby.

(d) Litigation . There are no actions, suits, proceedings or investigations pending or, to the knowledge of such Partner, threatened against or affecting such Partner or any of its properties, assets or businesses in any court or before or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit or proceeding, which if adversely determined could) reasonably be expected to materially impair such Partner's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Partner; and such Partner has not received any currently effective notice of any default, and such Partner is not in default, under any applicable order, writ, injunction, decree, permit, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair its ability to perform its obligations under this Agreement.

(e) Investment Company Act . Neither such Partner nor any of its Affiliates is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

(f) Investigation . Such Partner is acquiring its Partnership Interest based upon its own investigation, and the exercise by such Partner of its rights and the performance of its obligations under this Agreement will be based upon its own investigation, analysis and expertise.

SECTION 8
ACCOUNTING, BOOKS AND RECORDS

8.1 Books . The Partnership shall maintain at its principal place of business separate books of account for the Partnership which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Partnership and the operation of its business in accordance with generally accepted accounting principles consistently applied. Any Partner or its designated representative shall have the right, at any reasonable time and after having provided appropriate notice to OCI, to have access to and inspect and copy the contents of all of such books or records except those books or records relating to transactions between the Partnership and third-party vendors for goods or services that compete with goods and services offered to the Partnership by any Partner or its Affiliate. Any books and records that are not made available to a Partner as a result of the limitation in the preceding sentence shall be made available to the independent certified public accountants regularly employed by the Partnership or otherwise requested by any General Partner which accountants shall, at the request of such Partner, review such books and records and inform such Partner as to whether the terms of the transactions covered thereby are commercially reasonable and not inconsistent with this Agreement. The Partnership may keep its books outside of the State of Delaware, except as otherwise provided by the Act. No more frequently than once in any two year period, each General Partner shall have the right, after having provided reasonable written notice to the Partnership, to conduct an audit, at such General Partner's sole cost and expense, of the Partnership's accounts and records relating to the Partnership's operations and accounting performed hereunder for the purpose of determining that such operations and accounting are consistent with the terms of this Agreement. Any General Partner causing such an audit to occur shall promptly advise the Partnership Committee of the results of such audit and shall promptly furnish a copy to each member of the Partnership Committee of all reports, memoranda and correspondence prepared in connection with such audit.

8.2 Fiscal Year . The fiscal year of the Partnership shall be fixed by resolution of the Partnership Committee.

8.3 Checks . All checks or demands for money of the Partnership shall be signed by such officer or officers or such other person or persons as the Partnership Committee may from time to time designate.

8.4 Periodic Reports to Partners . The Partnership Committee and OCI shall provide to the Partners all periodic financial reports and tax information (e.g. , returns, filings and other submissions) prepared, filed or submitted by either of them with respect to the Partnership's business at such times and in such form as are described on Exhibit A attached hereto and incorporated by reference herein or at such other times and in such other form as is comparable to that described on Exhibit A .

8.5 Tax Matters Partner/Meetings Regarding Tax Matters .

(a) Tax Matters Partner . OCI is specifically authorized to act as the "Tax Matters Partner" under the Code and in any similar capacity under state or local law, provided that:

(i) OCI shall not extend the statute of limitations for assessment of tax deficiencies against any of the Partners or Interest Holders with respect to adjustments to the Partnership's federal, state or local tax returns without the consent of the Partner or Interest Holder affected thereby;

(ii) In representing the Partnership, Partners and Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership, Partners and Interest Holders, OCI may execute agreements or documents that bind the Partners and Interest Holders with respect to such tax matters only to the extent provided in Code Sections 6221 through 6231; and

(iii) Prior to instituting in any forum any judicial proceeding relating to any tax matters affecting the Partnership, Partners and Interest Holders, OCI shall consult with NRP TRONA and give serious consideration to any proposals made by NRP TRONA with respect to the choice of forum in which such proceeding shall be brought.

(b) Meetings Regarding Tax Matters . In connection with any tax dispute affecting the Partnership, Partners, or Interest Holders, OCI shall afford NRP TRONA or its representatives the opportunity to be present to observe (but not participate in) all administrative conferences (other than conferences during the examination period) and, in litigation, all proceedings and settlement discussions where it is reasonably feasible to do so. OCI shall keep NRP TRONA apprised in a timely manner of the status of any tax audit or tax dispute and shall provide NRP TRONA both with the written submissions to the taxing authority regarding the audit or dispute in advance of their submission, when feasible, and with correspondence and notices received from the taxing authority.

SECTION 9
AMENDMENTS; MEETINGS

9.1 Amendments .

(a) In General . Except as provided in Section 9.1(b) hereof, this Agreement may be amended by the affirmative vote of a majority of the Partnership Committee at any regular meeting of the Partnership Committee or at any special meeting of the Partnership Committee if notice of the proposed amendment be contained in the notice of such special meeting.

(b) Special Matters . Notwithstanding anything to the contrary in this Agreement, (i) the following Sections may be amended only with the affirmative vote of the entire Partnership Committee: 1.3; 1.7(v); 1.7(oo); 1.8; 1.9; 2.1; 2.2; 2.3; 2.4; 3.1; 4; 5.1 (j);

5.2(a); 5.6; 5.7; 5.8(a); 5.8(b); 5.8(c); 5.9; 7; 8.4; 8.5; 9.1; 10; 11; 12.1; 12.2; 12.3; 13.4; 13.9; and 13.11; and (ii) any amendment of this Agreement that potentially would increase the liability of a General Partner under the terms of this Agreement shall require the affirmative vote of the entire Partnership Committee and such General Partner.

9.2 Meetings of the Partners .

(a) In General . Meetings of the Partners, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president and shall be called by the president or secretary at the request in writing of any of the Partners entitled to vote or at the request in writing of a majority of the Partnership Committee. Such request shall state the purpose or purposes of the proposed meeting.

(i) Meetings of Partners may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of the meeting or in a duly executed waiver of notice thereof.

(ii) Written notice of a meeting of the Partners shall be served upon or mailed to each Partner entitled to vote thereat at such address as appears on the books of the Partnership at least 20 days prior to the meeting.

(b) Quorum .

(i) A Majority in Interest of the Partners entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Partners for the transaction of business except as otherwise provided by this Agreement or the Act. If, however, such quorum shall not be present or represented at any meeting of the Partners, the Partners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

(ii) When a quorum is present at any meeting, the vote of a Majority in Interest of the Partners having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Act or of this Agreement a different vote is required in which case such express provision shall govern and control the decision of such question.

(c) Partner Vote . At any meeting of the Partners every Partner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Partner and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. Each Partner shall have one vote for each Percentage Interest having voting power, registered in his name on the books of the Partnership.

(d) Consent in Writing . Whenever the vote of Partners at a meeting thereof is required or permitted to be taken in connection with any Partnership action by any

provisions of the Act or of this Agreement, the meeting and vote of Partners may be dispensed with if all the Partners who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such Partnership action being taken.

SECTION 10
TRANSFERS OF INTERESTS

10.1 Restriction on Transfers . No Partner or Interest Holder shall Transfer any of its Interest in the Partnership save as provided in this Section 10 and subject to the restriction regarding the Transfer of a General Partner's Interest as a General Partner provided in Section 11 hereof. No Ultimate Parent shall Transfer or cause or permit to be Transferred any portion of its interest in any Person 80% of the fair market value of the assets of which, whether held directly or indirectly, consist of an Interest in the Partnership unless (i) after such Transfer, such Partnership Interest shall continue to be held by an Affiliate of such Ultimate Parent described in Section 1.7(c)(i) hereof, or (ii) prior to such transfer, such Partnership Interest shall have been Transferred in a Permitted Transfer.

10.2 Permitted Transfers . Subject to the conditions and restrictions set forth in Section 10.3 hereof, any Partner or Interest Holder may at any time Transfer all or any portion of its Interests to (a) any Affiliate of the transferor described in Section l.7(c)(i) hereof or, (b) any Purchaser in accordance with Section 10.4 hereof (any such Transfer being referred to in this Agreement as a "Permitted Transfer") or (c) the lenders (or the administrative agent or collateral agent therefor) under the OCI Credit Facility in connection with the pledge of Interests thereunder (or the exercise or remedies with respect thereto).

10.3 Conditions to Permitted Transfers . A Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:

(a) Except in the case of a Transfer of Interests involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Partnership such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Partnership to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Section 10. In the case of a Transfer of Interests involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Partnership of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Partnership.

(b) Except in the case of a Transfer involuntarily by operation of law, the transferor shall furnish to the Partnership an opinion of counsel, which counsel and opinion shall be satisfactory to the Partnership, that the Transfer will not cause the Partnership to terminate for federal income tax purposes.

(c) The transferor and transferee shall furnish the Partnership with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interests transferred, and any other information reasonably necessary to permit the Partnership to file all required federal and state tax returns and other legally required

information statements or returns. Without limiting the generality of the foregoing, the Partnership shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interests until it has received such information.

(d) In the case of a Transfer of a Limited Partner's Interest, the transferor must obtain the prior consent of all Partners to such Transfer.

10.4 Right of First Refusal . In addition to the other limitations and restrictions set forth in this Section 10, except as permitted by Section 10.2(a) hereof, no Partner or Interest Holder shall Transfer all or any portion of its Interests (the "Offered Interest") unless such Partner or Interest Holder first offers to sell the Offered Interest pursuant to the terms of this Section 10.4, provided that, notwithstanding anything to the contrary herein, no Transfer arising out of the pledge of any Interest (including the exercise of remedies with respect to such pledge) by OCI pursuant to the OCI Credit Facility shall be subject to this Section 10.4.

(a) In General . Should any Partner or Interest Holder (the "Seller") propose to transfer any of its Interest in the Partnership, such Seller shall first obtain a bona fide written offer (the "Purchase Offer") for the purchase thereof from a responsible purchaser (the "Purchaser") who is ready, willing and able to purchase the same, which offer shall provide for a purchase price payable in cash of the lawful money of the United States of America or other "hard" currency. The Seller shall give the other Partners (the "Offerees") written notice by registered or certified mail, the notice to be accompanied by a photostatic copy of such Purchase Offer. Such notice shall specify the Percentage Interest to be transferred (the "Offered Interest"), the name of the proposed purchaser, and the price for which such Offered Interest is proposed to be transferred. In the event such notice is given, then the Offerees shall have 30 days within which to elect to purchase the Offered Interest at the price and on the terms specified in said offer, provided that payment may be made in cash of the lawful money of the United States of America or other "hard" currency provided that the value of such payment equals the price specified in the Purchase Offer. Each Offeree shall have the option to purchase that portion of the Offered Interest as corresponds to a fraction, the numerator of which is such Offeree's Percentage Interest, and the denominator of which is the aggregate Percentage Interests held by Offerees. In the event either Offeree shall not elect to purchase its entire pro rata share, such share not purchased may be purchased by the other Offeree. An election shall be made by giving written notice to the Seller within said 30-day period by registered or certified mail stating the portion of the Offered Interest that such Offeree is willing to purchase. The Offerees electing to purchase the Offered Interest shall have 15 days after giving notice of such election to consummate such purchase. If the Seller shall give notice to the Offerees as herein required, and the Offerees shall not elect to purchase the entire Offered Interest within such 30-day period or shall fail to consummate such purchase within 15 days after such election, the Offered Interest may thereafter be transferred to said Purchaser.

(b) Pledges . In the event that any Partner or Interest Holder (the "Pledgor") shall desire to pledge or otherwise encumber any of its Interest in the Partnership as security for the payment of a debt, such Pledgor shall give written notice of the pledging or hypothecation of such Interest to the other Partners by giving written notice thereof by registered or certified mail to the other Partners within 10 days after the making of the agreement pledging or hypothecating said Interest. Any such pledge or hypothecation agreement shall require the

pledgee or party secured to assume and be bound by all of the obligations, terms and conditions of this Agreement. No such pledge or hypothecation agreement shall be made unless it shall provide that any sale of the Interest so pledged or hypothecated pursuant to the provisions of said pledge or hypothecation agreement shall be at public sale and after thirty (30) days' notice shall have been given to the other Partners by registered or certified mail of such sale. In the event any Pledgor shall have pledged or hypothecated any of its Interest in the Partnership and is unable or unwilling to redeem the same as provided for in the pledge or hypothecation agreement, such Pledgor agrees to notify the Partners of its inability or unwillingness to redeem at least ten (10) days before the maturity of the pledge or hypothecation agreement and hereby, agrees to give to the Partners the right to redeem the pledged Interest in the same proportions as such Partners could have elected to purchase the pledged Interest pursuant to Section 10.4(a) hereof had it been an Offered Interest. In the event the Partners shall redeem the Interest so pledged or hypothecated, the Pledgor who originally pledged or hypothecated said Interest shall, without further consideration, promptly execute and deliver to the Partners all documents required to transfer to them the ownership of the Interest so pledged or hypothecated.

10.5 Involuntary Transfers . In the event that any Partner or Interest Holder shall become a party to any proceeding or be subject to any legal process, the purpose of which is to require the involuntary transfer of any portion of the Interest in the Partnership of such Partner, such Partner shall immediately give notice by wire to the other of such Partners of the existence or pendency of such legal proceeding or legal process.

10.6 Admission of Transferees as Partners . Subject to the other provisions of this Section 10, a transferee of an Interest in the Partnership may be admitted to the Partnership as a substituted Partner only upon satisfaction of the conditions set forth below in this Section 10.6:

(a) The Interests with respect to which the transferee is being admitted were acquired by means of a Permitted Transfer or in the circumstances described in Section 10.2(c);

(b) The transferee becomes a party to this Agreement as a Partner and executes such documents and instruments as the Partnership Committee may reasonably request (including, without limitation, amendments to the Certificate) and as may be necessary or appropriate to confirm such transferee as a Partner in the Partnership and such transferee's agreement to be bound by the terms and conditions hereof;

(c) If the transferee is a Person other than an individual, the transferee provides the Partnership with evidence satisfactory to counsel for the Partnership that such transferee has made each of the representations and undertaken each of the warranties described in Section 7 hereof; and

(d) A transferee of an Interest from a Limited Partner hereunder shall be admitted as a Limited Partner with respect to such Interest if, but only if, all of the other Partners consent to such admission.

10.7 Rights of Unadmitted Assignees . A person who acquires one or more Interests but who is not admitted as a substituted Partner pursuant to Section 10.6 and Section 11.2(b) hereof shall be entitled only to allocations and distributions with respect to such Interests in accordance with this Agreement, but shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the Act or this Agreement.

10.8 Transfer Procedures .

(a) Transfer Books . The Partnership Committee may close the transfer books of the Partnership for a period not exceeding 50 days preceding the date of any meeting of Partners or the date for any distribution pursuant to Section 4 hereof or the date for the allotment of rights or for a period of not exceeding 50 days in connection with obtaining the consent of Partners for any purpose. In lieu of closing the transfer books as aforesaid, the Partnership Committee may fix in advance a date, not exceeding 50 days preceding the date of any meeting of Partners, or the date for making any distribution, or the date for the allotment of rights, or a date in connection with obtaining such consent, as a record date for the determination of the Partners entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive any such distribution, or to any such allotment of rights, or to give such consent, and in such case such Partners and only such Partners as shall be Partners of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive such distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any Interest in the Partnership on the books of the Partnership after any such record date fixed as aforesaid.

(b) Holders of Record . The Partnership shall be entitled to treat the holder of record of any Interest in the Partnership as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Interest in the Partnership on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

SECTION 11
GENERAL PARTNERS

11.1 Covenant Not to Withdraw, Transfer, or Dissolve . Except as otherwise permitted by this Agreement, each of the General Partners hereby covenants and agrees not to (a) take any action to file a certificate of dissolution or its equivalent with respect to itself, (b) take any action that would cause a Voluntary Bankruptcy of the General Partner, (c) withdraw or attempt to withdraw from the Partnership, (d) exercise any power under the Act to dissolve the Partnership, (e) transfer all or any portion of its Interest in the Partnership as a General Partner, or (f) petition for judicial dissolution of the Partnership. Further, each of the General Partners hereby covenants and agrees to continue to carry out the duties of a General Partner hereunder until the Partnership is dissolved and liquidated pursuant to Section 12 hereof.

11.2 Conditions to Permitted Transfers; Substitution .

(a) Each of the General Partners may transfer, assign, encumber, pledge or in any way alienate any of its Interest in the Partnership as a General Partner in accordance with Section 10 hereof; provided that the transferor and transferee provide the Partnership with an opinion of counsel, which opinion of counsel shall be acceptable to the other Partners, to the effect that such Transfer will not cause the Partnership to be treated as an association taxable as a corporation for federal income tax purposes, or to fail to meet any condition precedent then in effect pursuant to an official pronouncement of the Internal Revenue Service to the issuance of a private letter ruling by the Internal Revenue Service confirming that the Partnership will be treated as a Partnership for federal tax purposes, whether or not such a ruling is being or has been requested.

(b) A transferee of a Partnership Interest from a General Partner hereunder shall be admitted as a General Partner with respect to such Interest if, but only if, all of the other Partners consent to such admission, provided that no such consent shall be required with respect to the Transfer by OCI of its Interests in connection with the pledge thereof pursuant to the OCI Credit Facility. In the event that the transferee of a Partnership Interest from a General Partner is admitted hereunder, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without dissolution.

(c) A transferee who acquires a Partnership Interest from a General Partner hereunder by means of a transfer that is permitted under Section 10 and this Section 11.2, but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or otherwise to be treated as a General Partner, but such transferee shall be treated as an unadmitted assignee in accordance with Section 10.7 hereof. Following such a Transfer, the transferor shall not cease to be a general partner of the Partnership and shall continue to be a General Partner.

11.3 Termination of Status as General Partner .

(a) A General Partner shall cease to be a General Partner upon the first to occur of (i) the Bankruptcy of such Partner; (ii) the Transfer of such Partner's Interest as a General Partner; provided that the transferee of such Interest is admitted as a substituted General Partner pursuant to Section 11.2(b) hereof; (iii) the involuntary Transfer by operation of law of such General Partner's Interest in the Partnership, (iv) after such General Partner has committed a material breach of this Agreement, or committed any other act or suffered any other condition, in each case that would justify a decree of dissolution of the Partnership under the laws of the State of Delaware. In the event a Person ceases to be a General Partner without having transferred its entire Interest as a General Partner, such Person shall be treated as an unadmitted assignee of a Partnership Interest in accordance with Section 10.7 hereof.

If a General Partner ceases to be a Partner for any reason hereunder, such Person shall continue to be liable as a Partner for all debts and obligations of the Partnership existing at the time such Person ceases to be a General Partner, regardless of whether, at such time, such debts or liabilities were known or unknown, actual or contingent. A Person shall not be liable as a General Partner for Partnership debts and obligations arising after such Person ceases to be a General Partner. Any debts, obligations, or liabilities in damages to the Partnership of any

Person who ceases to be a General Partner shall be collectible by any legal means and the Partnership is authorized, in addition to any other remedies at law or in equity, to apply any amounts otherwise distributable or payable by the Partnership to such Person to satisfy such debts, obligations, or liabilities.

(b) It is the intention of the Partners that the Partnership not dissolve as a result of the cessation of any General Partner's status as a General Partner; provided, however, that if it is determined by a court of competent jurisdiction that the Partnership has dissolved, the provisions of Section 12.1 shall govern.

(c) If at the time a Person ceases to be a General Partner such Person is also a Limited Partner or an Interest Holder with respect to Interests other than its Interest as a General Partner, such cessation shall not affect such Person's rights and obligations with respect to such Interests.

SECTION 12
DISSOLUTION AND WINDING UP

12.1 Liquidating Events . The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

(a) The vote of the Partners as required by under the Act to dissolve, wind up and liquidate the Partnership;

(b) The finding by the Partnership Committee or the issuance of a judicial determination that any event has occurred that makes it unlawful, impossible or impractical to carry on the business of the Partnership; or

(c) The withdrawal or removal of a General Partner, the assignment by a General Partner of its entire Interest in the Partnership or any other event that causes a General Partner to cease to be a general partner under the Act, provided that any such event shall not constitute a Liquidating Event if the Partnership is continued pursuant to this Section 12.1.

The Partners hereby agree that, notwithstanding any provision of the Act or the Delaware Uniform Partnership Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. Upon the occurrence of any event set forth in Section 12.1(c), the Partnership shall not be dissolved or required to be wound up if (x) at the time of such event there is at least one remaining General Partner and that General Partner carries on the business of the Partnership (any such remaining General Partner being hereby authorized to carry on the business of the Partnership), or (y) within ninety (90) days after such event all remaining Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more substitute or additional General Partners. If it is determined, by a court of competent jurisdiction, that the Partnership has dissolved prior to the occurrence of a Liquidating Event, or if upon the occurrence of an event specified in Section 12.1(c) hereof, the Partners fail to agree to continue the business of the Partnership as provided in this Section 12.1, then within an additional 90 days, a 2/3 majority in interest of the Partners may elect to reconstitute the Partnership and continue its business on the same terms and conditions set forth

in this Agreement by forming a new limited partnership on terms identical to those set forth in this Agreement and having as a general partner a Person elected by such 2/3 majority in interest. Upon any such election by a 2/3 majority in interest of the Partners, all Partners shall be bound thereby and shall be deemed to have consented thereto. Unless such an election is made within 180 days after the event causing dissolution, the Partnership shall wind up its affairs in accordance with Section 12.2 hereof. If such an election is made within 180 days after the event causing dissolution, then:

(a) The reconstituted limited partnership shall continue until the occurrence of a Liquidating Event as provided in this Section 12.1;

(b) If the successor general partner is not a former General Partner, then the Interest of any former General Partner shall be treated thenceforth as the Interest of an Interest Holder; and

(c) All necessary steps shall be taken to cancel this Agreement and the Certificate and to enter into a new partnership agreement and certificate of limited partnership; provided that the right of a two-thirds (2/3) majority in interest of the Partners to select a successor general partner and to reconstitute and continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an opinion of counsel that the exercise of the right would not result in the loss of limited liability of any Limited Partner and neither the Partnership nor the reconstituted Partnership would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue.

12.2 Winding Up . Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners and no Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs, provided that, all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Partners until such time as the Partnership Property has been distributed pursuant to this Section 12.2 and the Certificate has been cancelled pursuant to the Act. The Partnership Committee, or if the Partnership Committee shall not exist or it shall not be possible for the Partnership Committee to establish a quorum, such other liquidating trustee(s) as are appointed in accordance with the Act shall be the "Liquidator." The Liquidator shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and Property and, to the extent determined by the Liquidator, the Property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom together with any remaining Property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the Partners;

(b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the Partners; and

(c) The balance, if any, to the Partners and Interest Holders in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

(d) The Partners understand and agree that by accepting the provisions of this Section 12.2 setting forth the priority of the distribution of the assets of the Partnership to be made upon its liquidation, the Partners expressly waive any right which they, as creditors of the Partnership, might otherwise have under the Act to receive a distribution of assets pari passu with other creditors of the Partnership in connection with a distribution of assets of the Partnership in satisfaction of liabilities of the Partnership, and hereby subordinate to said creditors any such right.

12.3 Notice of Dissolution . In the event a Liquidating Event occurs or an event occurs that would, but for provisions of Section 12.1, result in a dissolution of the Partnership, the Partnership Committee shall, within 30 days thereafter, provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the Partnership Committee) and shall publish notice thereof in a newspaper of general circulation in each place in which the Partnership regularly conducts business (as determined in the discretion of the Partnership Committee).

SECTION 13
MISCELLANEOUS

13.1 Notices .

(a) Whenever under the provisions of this Agreement or the Act notice is required to be given to any person, it shall not be construed to mean personal notice, but such notice may be given in writing, by registered mail, addressed to such person at such address as appears on the books of the Partnership, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Notice to Representatives may also be given by telegram.

(b) Whenever any notice is required to be given under the provisions of this Agreement or the Act, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

13.2 Headings . Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

13.3 Variation of Pronouns . All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

13.4 Governing Law . The laws of the State of Delaware (without regard to the choice of law principles thereof) shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Partners.

13.5 Waiver of Action for Partition; No Bill For Partnership Accounting . Each of the Partners irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership Property. To the fullest extent permitted by law, each of the Partners covenants that it will not (except with the consent of the Partnership Committee) file a bill for Partnership accounting.

13.6 Implementation . Each of the Partners agrees to promptly execute all instruments and to promptly do all other things necessary for the effectuation and implementation of this Agreement.

13.7 Counterparts . Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed to be an original instrument and all counterparts taken together will constitute one agreement.

13.8 Execution; Effective Date . Each of the parties hereto agrees as follows:

(a) This Agreement will not be binding and effective until signed and executed by all the parties hereto.

(b) Execution in counterparts shall be effective upon signing; provided that, if a counterpart is executed in escrow, such counterpart shall become effective prospectively when released from escrow.

13.9 Initial Public Offering of OCI Resources LP and Exchange Act Reporting . Notwithstanding anything herein to the contrary, no consent or approval of any Partner or the Partnership Committee shall be required in connection with the initial public offering of common units representing limited partner interests (the " OCI Units ") in OCI pursuant to the Registration Statement on Form S-1 (Registration No. 333-189838) (the " IPO ") and/or any subsequent transfer or issuance of such OCI Units to one or more third parties; provided that OCI Enterprises Inc., either alone or together with one or more of its Affiliates, directly or indirectly controls the management and policies of OCI after such transfer or issuance, and such IPO (and subsequent transfers or issuances of OCI Units) shall not be subject to Section 10 or Section 11 of this Agreement nor cause any Partner to have any rights or obligations under Section 10 or Section 11 of this Agreement. The parties have agreed that the Transfer by OCI Co. of its limited partnership interests in the Partnership to OCI on the date hereof and contemporaneously with the IPO is a Permitted Transfer to an Affiliate pursuant to Section 10.2(a) and each of the Partners have consented to such Transfer pursuant to Section 10.3(d). In addition, notwithstanding anything herein to the contrary, OCI shall be permitted to file and submit documents or agreements with the Securities and Exchange Commission, applicable securities exchanges and regulatory and self-regulatory organizations and compile, prepare and publicly disclose information regarding the Partnership, this Agreement and any matters related thereto, in each case to the extent required by applicable law, rule or regulation or the rules and regulations of any applicable securities exchange or as reasonably necessary in the view of OCI to conform to customary disclosure practices of other publicly traded master limited partnerships. Each of OCI and NRP TRONA agrees that it or one of its Affiliates shall provide to the other a copy of each of its periodic reports, including annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K relating to the Partnership or its

business, to be filed by it with the Securities and Exchange Commission two days prior to such filing; provided that each of OCI and NRP TRONA agrees not to use the information contained therein (except for a purpose directly related to the business of the Partnership) and to maintain the confidentiality of any such filing and the contents thereof and further agrees not to provide to any other Person copies of any such filing without the express prior written consent of OCI or NRP TRONA, as applicable; provided that each of OCI and NRP TRONA may provide such report: (i) to its accountants, internal and external auditors, legal counsel and other fiduciaries (who may be Affiliates) as long as any such Person agrees in writing to maintain the confidentiality thereof and not to disclose to any other Person any information contained therein and (ii) to other Persons if and to the extent required by law (including judicial or administrative order) provided that, to the extent legally permissible, OCI or NRP TRONA, as applicable, is given prior notice to enable it to seek a protective order or similar relief. Notwithstanding the foregoing, information generally known to the public, including such periodic reports and all information contained in such reports after they have been filed by OCI or NRP TRONA, as applicable, with the Securities and Exchange Commission, shall not be considered confidential information for purposes of this Agreement and may be provided by OCI or NRP TRONA to any other Person.

13.10 No Commingling of Funds or Accounts . The General Partners shall not commingle the funds and accounts of the Partnership with any of their respective affiliates.

13.11 Incurrence of Debt . Without the prior written consent of each General Partner, the Partnership shall not from and after the date hereof (i) incur any debt for money borrowed, (ii) enter into any mortgage, deed of trust or guaranty, or (iii) enter into any indemnity bond in excess of $5 million, surety bond in excess of $5 million, performance bond in excess of $5 million, accommodation paper in excess of $5 million or endorsement in excess of $5 million. In the event that the Partnership shall enter into any agreement relating to debt for money borrowed, mortgage, deed of trust, guaranty, indemnity bond, surety bond, performance bond, accommodation paper or endorsement not disclosed pursuant to clause (i), (ii) or (iii) of the immediately preceding sentence, each General Partner shall receive reasonably prompt prior notice thereof; provided, however, that nothing contained in this sentence to the contrary shall limit the right of any General Partner to vote against any such transaction pursuant to the Partnership Agreement. It is expressly understood that the Partnership Credit Facility, and any borrowings thereunder, and all indebtedness, capital leases, notes, debentures and bonds existing as of the date hereof and all amendments, restatements, replacements, refinancing or other modifications with respect to and arising from such existing indebtedness, capital leases, notes, debentures and bonds shall not be subject to the restrictions imposed by this Section 13.11.

IN WITNESS WHEREOF, the parties hereto have subscribed to this Agreement on the 18 th day of September 2013, to be effective as provided in Paragraph 13.8 hereof.

OCI RESOURCES LP

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President, Chief Executive Officer and Director

NRP TRONA LLC

By: NRP (Operating) LLC, its sole member

By: /s/ Wyatt Hogan
Name: Wyatt Hogan
Title: Vice President — General Counsel

EXHIBIT A

PERIODIC REPORTS TO PARTNERS

Monthly Reports	Date Required
• Controllers Report	25th of month Following
◦ Income Statement	
◦ Balance Sheet	
◦ Cash Flow Statement	
◦ Cost of Goods Sold Detail	
◦ Schedule of Other Current Assets, Accrued Liabilities, Other Long Term Liabilities	
◦ Schedule of Production, Inventories, Sales Volume, Sales Netback, Workforce, Fuel Cost	
◦ Accounts Receivable Aging	
• Operations Report	15th of Month Following
◦ Safety Performance	
◦ Environmental Performance	
◦ Operations	
◦ Production	
◦ Headcount by Cost Center	
◦ Overtime	
◦ Major Capital Projects	
• Trona Mining and Refining Report	5th of Month Following
◦ Summary of Mine Production, Refinery Consumption, Inventories, and Shipments by Mineral Ownership	
◦ Mine Production by Section	
• Energy Report	5th of Month Following
◦ Energy Summary	
◦ Power Cost	
◦ Gas Reserve Transactions	

Annual Reports	Date Required
• Cost Center Report — December	25th of January (include with December Controller's Report)

• Preliminary Annual Budget
  • Key Assumptions
  • Sales Volumes and Prices
  • Cost of Goods Detail
  • Income Statement
  • Cash Flow Statement
  • Capital Expenditures Program
	7th of September

• Final Annual Budget
  • Key Assumptions
  • Sales Volumes and Prices
  • Cost of Goods Detail
  • Income Statement
  • Cash Flow Statement
  • Capital Expenditures Program
	1st of December

• Three Year Plan
  • Key Assumptions
  • Sales Volumes and Prices
  • Cost of Goods Detail
  • Income Statement
  • Cash Flow Statement
  • Capital Expenditures Program
	1st of December (include with final annual budget)

• Audited Financial Statements	15th of April

Tax Information	Date Required
All returns, filings or other submissions filed with or submitted to any federal taxing jurisdiction	30 days prior to the due date (including extensions) of the submission
All returns, filings or other submissions filed with or submitted to any state or local taxing jurisdiction	15 days prior to the due date (including extensions) of the submission
All notices or other correspondence received from any federal, state or local taxing jurisdiction	Within 10 days after receipt

Exhibit 99.1

OCI Resources LP Prices Initial Public Offering

ATLANTA, GEORGIA — September 13, 2013 — OCI Resources LP (the "Partnership") (NYSE: OCIR) announced today the pricing of its initial public offering of 5,000,000 common units representing limited partner interests in the Partnership at a public offering price of $19.00 per common unit. In addition, the Partnership has granted the underwriters a 30-day option to purchase up to 750,000 additional common units at the initial public offering price. The Partnership's common units are expected to begin trading on the New York Stock Exchange under the symbol "OCIR" on September 13, 2013. The offering is expected to close on September 18, 2013, subject to customary closing conditions.

Upon conclusion of the offering, the public ownership will represent a 25.1% limited partner interest in the Partnership, or a 28.8% limited partner interest in the Partnership if the underwriters exercise their option to purchase additional common units in full. OCI Enterprises Inc., through certain of its subsidiaries, will hold a 2.0% general partner interest and the remaining limited partner interest in the Partnership.

Citigroup and Goldman, Sachs & Co. are acting as joint book-running managers, and Barclays and Credit Suisse are acting as co-managers, of the offering. The offering is being made solely by means of a written prospectus forming part of the effective registration statement. When available, a copy of the final prospectus relating to the offering, which meets the requirements of Section 10 of the Securities Act of 1933, as amended, may be obtained from either of the following:

- Citigroup Global Markets Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or by telephone (800) 831-9146 or by email at batprospectusdept@citi.com; or

- Goldman, Sachs & Co., Prospectus Department, 200 West Street, New York, NY 10282, or by telephone (866) 471-2526 or by email at prospectus-ny@ny.email.gs.com.

The registration statement and, when available, the final prospectus, may be obtained, free of charge, at the U.S. Securities and Exchange Commission's (the "SEC") website at www.sec.gov under the registrant's name, "OCI Resources LP."

A registration statement relating to the common units was filed with, and declared effective by, the SEC. This press release does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the common units referred to in this press release in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such state or jurisdiction.

ABOUT OCI RESOURCES LP

OCI Resources LP, a master limited partnership, operates the trona ore mining and soda ash production business of OCI Wyoming, L.P., one of the largest and lowest cost producers of natural soda ash in the world, serving a global market from its facility in the Green River Basin of Wyoming. The facility has been in operation for more than 50 years.

FORWARD-LOOKING STATEMENTS

This press release may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Statements other than statements of historical facts included in this press release may constitute forward-looking statements and are not guarantees of future performance or results and involve a number of risks and uncertainties. Actual results may differ materially from those in the forward-looking statements as a result of a number of factors, including those described in the prospectus and the Partnership's other filings with the SEC. The Partnership undertakes no duty to update any forward-looking statement made herein. All forward-looking statements speak only as of the date of this press release.

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