



KPMG Assets Valuation
(Shanghai) Co., Ltd.
Beijing Branch
10th Floor, Tower E2,
Oriental Plaza
1 East Chang An Avenue
Beijing 100738, China

毕马威资产评估（上海）有限公司
北京分公司
中国北京
东城区东长安街1号
东方广场东2座10层
邮政编码：100738

Telephone 电话: +86 (10) 8508 5000 +86
(10) 8508 5111
Fax 传真:

Engagement Letter for valuation service

Party A: Exterran Energy Solutions L.P. (“the Company” or “Exterran Energy”)

Address: 11000 Equity Dr, Houston, TX, 77041, USA

Party B: KPMG Assets Valuation (Shanghai) Co., Ltd. Beijing Branch (“KPMG”)

Address: 8th Floor, KPMG Tower, Oriental Plaza, 1 East Chang An Avenue, Beijing 100738, China

Party A hereby engages Party B to perform valuation services in relation to Exterran (Beijing) Energy Equipment Company Ltd. Both parties agree on the following terms after negotiation:

1 Basic information

- 1.1 Party A is contemplating to acquire 100% equity shares in Exterran (Beijing) Energy Equipment Company Ltd. (“Exterran Beijing”) (the “Proposed Transaction”). For tax filing purpose (“Purpose of the Valuation”), Party A, as the engaging party of this valuation engagement, engages Party B to perform valuation of shareholders’ total equity interest (the “Subject”) of Exterran Beijing (the “Target”) as at 30/09/2022 (the “Valuation Date”). Authorized by KPMG Assets Valuation (Shanghai) Co., Ltd., Party B has the right to sign this contract on its behalf and is responsible for the implementation of this engagement. The scope of this valuation is determined as total assets and liabilities in the Target. Please refer to Appendix 1 for detailed work scope and procedures of Party B.
- 1.2 Value definition: market value. For the purposes of this engagement, market value is defined as the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

2 Responsibilities of Party A

- 2.1 In order for Party B to carry out the valuation work (the “Services”) in accordance with the timetable, Party A assures to provide Party B and its staff with the necessary working conditions and assistance, including: (a) providing Party B with all the required information and materials and to coordinate relevant personnel of Party A to assist Party B’s performance of the Services. The information request list will be provided by Party B prior to the site visit and Party A should provide all requested information to Party B no later than the commencement date of site visit. Should Party B require additional information during the valuation process, Party A should provide such information on a timely basis; and (b) ensure that all arrangements are made for access, safety procedures, virus check, facilities, licenses or consent as may be required (without cost



Delivery of draft report	Within 3-4 weeks after the commencement of work and obtaining requested quality information
Delivery of final report	Within 1-2 weeks after issuance of draft report and after your confirmation

- 6.2 Party B shall use its best endeavour to comply with the agreed schedule. However, unless otherwise agreed in writing by both parties, the schedule or date communicated in this Engagement Letter or by other means is only intended for planning or estimation.
- 6.3 Party B estimates that it will take approximately three to four weeks to complete the work, subject to all requested information and documentation being made available to Party B prior to commencement of Party B's work. If there are any exceptional circumstances which prevent the valuation work from being completed on time or if an early issuance of the valuation report is required by Party A, Party A or Party B may request an amendment to the agreed terms of this engagement provided that timely notice shall be given to the other party and it shall be resolved through mutual consultation.
- 6.4 Party B will not be held responsible if all requested information and documentation is not provided to Party B within the agreed timeframe and, as a result, Party B is unable to carry out its work in accordance with the timetable stated in the above.
- 6.5 The engagement team will be led by the following:
- Rodger Wang, Engagement partner, shall lead the engagement and have overall responsibility for the execution of this engagement, the quality of Party B's service delivery to Party A
 - Heidi Wei, Engagement manager, shall be responsible for day-to-day project management of the engagement, and will be the principal contact point to coordinate with Party A in delivering the Services
- 6.6 Party B draws the attention of Party A that although Party B shall use reasonable endeavours to ensure that the above-named persons are involved in this engagement, Party B may substitute other personnel possessing equal or similar skills. Party B shall, however, consult Party A before doing so.

7 Fees

- 7.1 Party B estimates that the fee for the Services is CNY 144,000 Yuan (excluding outlay and all applicable taxes). Party B shall use reasonable endeavours to control its costs within this preliminary estimate. However, at any time if Party B anticipates that the cost of the work required to complete the agreed scope of work may materially differ from the original estimate, Party B may contact Party A to discuss the modification of the initial estimated charges. If a significant problem arises during the course of the Services and results in a relatively significant increase in the actual time spent by Party B, Party A shall adjust and increase the fee as appropriate. Please note that any additional work which may be required as a result of any material change in the scope of the assignment, or extension thereof, such as a request for further information following completion of this engagement will be subject to additional fees to be agreed at a later date.



7.2 Party B's fees will be submitted on account during the course of Party B's work as follows and Party A shall settle the fee on a timely basis upon receipt of the fee notes.

Status	Payment %
Upfront payment - fee note and invoice would be issued upon the signature on the engagement letter and the fee shall be paid within 14 calendar days of the issuance date of the fee note	50%
Upon submission of Service Deliverables – fee note and invoice would be issued with the draft report and the fee shall be paid within 14 calendar days of the issuance date of the fee note	50%
Total	100%

If any of the fees are not paid within 30 working days after receipt of Party B's billing statement, Party B shall have the right to terminate the Services Contract, which shall be terminated from the day the notice of termination is delivered.

7.3 If this Engagement Letter is terminated or suspended, Party A is liable to pay the fee for the work done and for any outlays incurred up until the termination date or suspension date. Party B's fee for the work done will be based on the proportion of the work done compared to the total work planned, the agreed fee, or hourly rate and the actual time spent for completion of the Services.

7.4 If Party B is required by any dispute settlement body, or regulatory or authority body to provide information or to produce documents relating in any way to the Services, in any enforcement action or legal proceeding related to Party A, in which Party B is not a party nor participant, Party A shall pay Party B's costs incurred in responding to any such requirements at Party B's standard rates applicable at the time of responding, together with outlays including legal expenses.

8 Validity and terms of this letter

8.1 This Engagement Letter supersedes and substitutes all previous agreements, arrangements and understandings between Party A and Party B with respect to the Services to be provided by Party B under this Engagement Letter. Both parties agree that the Engagement Letter may be signed by means of electronic signature stipulated in the Electronic Signature Law of the PRC. This Engagement letter may be executed in separate counterparts. Each counterpart will constitute an original and shall have the same legal effect.

8.2 This Engagement Letter will become effective at the effective date as agreed in this Engagement Letter upon signature and/or stamp by the authorized representatives of both parties. For the avoidance of doubt, the terms of this letter and its appendices shall apply to all work and services carried out by Party B in connection with this engagement prior to the date of the countersignature of this letter.



20 Contacts

Party A and Party B have confirmed that the following information is used as the contact method for the implementation of this Agreement:

Party A	Party B
	Contacts: Rodger Wang Heidi Wei
	Address: 8th Floor, KPMG Tower, Oriental Plaza, 1 East Chang An Avenue, Beijing 100738, China
	Tel: +86 (10) 8508 5817 +86 (10) 8508 4710
	Fax: +86 (10) 8518 5111
	Email: rodger.wang@kpmg.com heidi.wei@kpmg.com

This Engagement Letter shall take effect as of 30 November 2022 with the consent of both parties.

Party A: Exterran Energy Solutions L.P.

Party B: KPMG Assets Valuation
(Shanghai) Co., Ltd. Beijing
Branch

(Stamp)



Authorized Representative: Anna Parvari
(Signature)



Authorized representative: Rodger Wang
(Signature)

Contracting place: Beijing, China