As filed with the Securities and Exchange Commission on March 10, 2017

Registration No. 333-215940

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3 to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ProPetro Holding Corp.

(Exact name of registrant as specified in its charter)

Delaware	**1389**	**26-3685382**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

1706 S. Midkiff, Bldg. B
Midland, Texas 79701
(432) 688-0012
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Dale Redman
Chief Executive Officer
1706 S. Midkiff, Bldg. B
Midland, Texas 79701
(432) 688-0012
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ryan J. Maierson
Thomas G. Brandt
Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
(713) 546-5400

Alan Beck
Douglas E. McWilliams
Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002
(713) 758-2222

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

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

company)

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

This Amendment No. 3 is being filed for the purposes of updating Items 13 and 14, and filing Exhibits 3.1, 3.3 and 5.1, to the Registration Statement (Commission File No. 333-215940). No changes or additions are being made hereby to the Prospectus constituting Part I of the Registration Statement (not included herein) or to Items 15 or 17 of Part II of the Registration Statement.

Part II

Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution

Set forth below are the expenses (other than underwriting discounts and the structuring fee) expected to be incurred in connection with the issuance and distribution of the securities registered hereby. With the exception of the SEC registration fee, the FINRA filing fee and the NYSE listing fee, the amounts set forth below are estimates.

SEC registration fee	$ 50,649
FINRA filing fee	66,050
NYSE listing fee	150,000
Printing and engraving expenses	500,000
Fees and expenses of legal counsel	1,500,000
Accounting and consulting fees and expenses	1,366,109
Transfer agent and registrar fees	8,000
Total	$ 3,640,808

Item 14. Indemnification of Directors and Officers

Our certificate of incorporation provides that a director will not be liable to the corporation or its stockholders for monetary damages to the fullest extent permitted by the DGCL. In addition, if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided for in our certificate of incorporation, will be limited to the fullest extent permitted by the amended DGCL. Our bylaws provide that the corporation will indemnify, and advance expenses to, any officer or director to the fullest extent authorized by the DGCL.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings whether civil, criminal, administrative, or investigative, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our certificate of incorporation also contains indemnification rights for our directors and our officers. Specifically, our certificate of incorporation provides that we shall indemnify our officers and directors to the fullest extent authorized by the DGCL. Further, we may maintain insurance on behalf of our officers and directors against expense, liability or loss asserted incurred by them in their capacities as officers and directors.

We have obtained directors' and officers' insurance to cover our directors, officers and some of our employees for certain liabilities.

We will enter into written indemnification agreements with our directors and executive officers. Under these proposed agreements, if an officer or director makes a claim of indemnification to us, either a majority of the independent directors or independent legal counsel selected by the independent directors must review the relevant facts and make a determination whether the officer or director has met the standards of conduct under Delaware law that would permit (under Delaware law) and require (under the indemnification agreement) us to indemnify the officer or director.

The underwriting agreement provides for indemnification by the underwriters of us and our officers and directors, and by us of the underwriters, for certain liabilities arising under the Securities Act or otherwise in connection with this offering.

Item 15. Recent Sales of Unregistered Securities

During the past three years, we have issued unregistered securities to a limited number of persons, as described below. None of these transactions involved any underwriters, underwriting discounts or commissions or any public offering. We believe that each of these transactions was exempt from the registration requirements pursuant to Section 4(a)(2) of the Securities Act, Regulation D or Regulation S promulgated thereunder or Rule 701 of the Securities Act. All share and price information included in this section does not reflect the impact of the expected split of our common stock to be effected after the effective date of this registration statement and prior to the completion of this offering.

In June and July 2016, we issued 12,418,847 additional shares (after giving effect to the December 22, 2016 reverse stock split) of common stock to certain investment funds managed by Energy Capital Partners and a minority shareholder for $40.425 million. We used the proceeds from the private offering for working capital purposes and to repay indebtedness under our term loan.

In July 2016, pursuant to our 2013 Stock Option Plan, we granted stock options to Spencer D. Armour, III and our named executive officers as set forth below. All of these 2016 options have a $3.26 per share exercise price. Such stock options are scheduled to vest in five equal semi-annual installments starting on December 31, 2016. In connection with this offering, we intend to fully accelerate the vesting of the unvested portion of these stock options.

Dale Redman - 345,890
Jeffrey Smith - 214,463
David Sledge - 159,324
Spencer D. Armour, III - 159,324

Effective as of December 27, 2016, we completed a private placement of 11,724,134 shares of our Series A Convertible Preferred stock, par value $0.001 (the "Series A Preferred Shares") to certain "accredited investors" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended). We believe that the private offering of Series A Preferred Shares was exempt from the registration requirements pursuant to Rule 506 under Regulation D. We received net proceeds of approximately $163 million.

Item 16. Exhibits

The following documents are filed as exhibits to this registration statement:

Exhibit number	Description
1.1†	Form of Underwriting Agreement (including form of Lock-up Agreement)
3.1	Certificate of Incorporation of ProPetro Holding Corp.
3.2†	Form of Certificate of Amendment of the Certificate of Incorporation of ProPetro Holding Corp.
3.3	Bylaws of ProPetro Holding Corp.
4.1†	Specimen Stock Certificate
4.2†	Registration Rights Agreement, dated March 4, 2013, by and among ProPetro Holding Corp. and the parties thereto
4.3†	Registration Rights Agreement, dated December 27, 2016, by and among ProPetro Holding Corp. and the investors listed on Schedule A thereto
4.4†	Form of Stockholders Agreement
5.1	Opinion of Latham & Watkins LLP as to the legality of the securities being registered
10.1†	Form of Indemnification Agreement
10.2†	Form of Credit Agreement
10.3†#	Employment Agreement, dated April 17, 2013, by and between ProPetro Holding Corp. and Dale Redman
10.4†#	Employment Agreement, dated April 17, 2013, by and between ProPetro Holding Corp. and David Sledge
10.5†#	Employment Agreement, dated April 17, 2013, by and between ProPetro Holding Corp. and Jeffrey Smith
10.6†#	Stock Option Plan of ProPetro Holding Corp., dated March 4, 2013
10.7†#	First Amendment to the Stock Option Plan of ProPetro Holding Corp., dated June 14, 2013
10.8†#	Second Amendment to the Stock Option Plan of ProPetro Holding Corp., dated December 2, 2016
10.9†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and Dale Redman
10.10†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and David Sledge
10.11†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and Jeffrey Smith
10.12†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and Spencer D. Armour, III

Exhibit number	Description
10.13†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and Dale Redman
10.14†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and David Sledge
10.15†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and Jeffrey Smith
10.16†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and Spencer D. Armour, III
10.17†#	Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement, dated September 30, 2013, by and between ProPetro Holding Corp. and Dale Redman
10.18†#	Form of ProPetro Holding Corp. 2017 Incentive Award Plan
10.19†#	Form of ProPetro Holding Corp. Senior Executive Incentive Bonus Plan
10.20†#	Form of ProPetro Holding Corp. Non-Employee Director Compensation Policy
10.21†#	Form of ProPetro Holding Corp. Director Stock Ownership Policy
10.22†#	Form of ProPetro Holding Corp. 2017 Incentive Award Plan Stock Option Grant Notice and Stock Option Agreement
10.23†#	Form of ProPetro Holding Corp. Amendment to Non-Qualified Stock Option Agreement
10.24†#	Amendment to Employment Agreement, by and between ProPetro Holding Corp. and Dale Redman
10.25†#	Employment Agreement, dated February 17, 2017, by and between ProPetro Holding Corp. and Mark Howell
21.1†	List of Subsidiaries of ProPetro Holding Corp.
23.1†	Consent of Deloitte & Touche LLP
23.2	Consent of Latham & Watkins LLP (contained in Exhibit 5.1)
23.3†	Consent of Prospective Director (Ciabatti)
23.4†	Consent of Prospective Director (Douglas)
23.5†	Consent of Prospective Director (Moore)
23.6†	Consent of Prospective Director (Leininger)
24.1†	Powers of Attorney (contained on the signature page to this Registration Statement)

* To be filed by amendment.

† Previously filed.

Compensatory plan, contract or arrangement.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that,

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(a) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(b) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(c) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(d) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, Texas, on March 10, 2017.

ProPetro Holding Corp.

By: /s/ DALE REDMAN

Name: Dale Redman
Title: *Chief Executive Officer*

Pursuant to the requirements of the Securities Act of 1933, as amended this Registration Statement has been signed by the following persons in the capacities indicated on March 10, 2017.

Signature	Title
/s/ DALE REDMAN Dale Redman	Chief Executive Officer and Director (Principal Executive Officer)
/s/ JEFFREY SMITH Jeffrey Smith	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
* Spencer D. Armour, III	Director
* Schuyler E. Coppedge	Director
* Stephen Herman	Director
* Matthew H. Himler	Director
* Peter Labbat	Director

* Jeffrey Smith hereby signs this Amendment No. 3 to the Registration Statement on behalf of the indicated persons for whom he is attorney-in-fact on March 10, 2017, pursuant to powers of attorney previously filed as Exhibit 24.1 to the Registration Statement on Form S-1 of ProPetro Holding Corp. filed with the Securities and Exchange Commission on February 8, 2017.

*By: /s/ JEFFREY SMITH

Jeffrey Smith
Attorney-in-fact

EXHIBIT INDEX

Exhibit number	Description
1.1†	Form of Underwriting Agreement (including form of Lock-up Agreement)
3.1	Certificate of Incorporation of ProPetro Holding Corp.
3.2†	Form of Certificate of Amendment of the Certificate of Incorporation of ProPetro Holding Corp.
3.3	Bylaws of ProPetro Holding Corp.
4.1†	Specimen Stock Certificate
4.2†	Registration Rights Agreement, dated March 4, 2013, by and among ProPetro Holding Corp. and the parties thereto
4.3†	Registration Rights Agreement, dated December 27, 2016, by and among ProPetro Holding Corp. and the investors listed on Schedule A thereto
4.4†	Form of Stockholders Agreement
5.1	Opinion of Latham & Watkins LLP as to the legality of the securities being registered
10.1†	Form of Indemnification Agreement
10.2†	Form of Credit Agreement
10.3†#	Employment Agreement, dated April 17, 2013, by and between ProPetro Holding Corp. and Dale Redman
10.4†#	Employment Agreement, dated April 17, 2013, by and between ProPetro Holding Corp. and David Sledge
10.5†#	Employment Agreement, dated April 17, 2013, by and between ProPetro Holding Corp. and Jeffrey Smith
10.6†#	Stock Option Plan of ProPetro Holding Corp., dated March 4, 2013
10.7†#	First Amendment to the Stock Option Plan of ProPetro Holding Corp., dated June 14, 2013
10.8†#	Second Amendment to the Stock Option Plan of ProPetro Holding Corp., dated December 2, 2016
10.9†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and Dale Redman
10.10†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and David Sledge
10.11†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and Jeffrey Smith
10.12†#	Non-Qualified Stock Option Agreement, dated June 14, 2013, by and between ProPetro Holding Corp. and Spencer D. Armour, III
10.13†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and Dale Redman
10.14†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and David Sledge

Exhibit number	Description
10.15†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and Jeffrey Smith
10.16†#	Non-Qualified Stock Option Agreement, dated July 19, 2016, by and between ProPetro Holding Corp. and Spencer D. Armour, III
10.17#†	Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement, dated September 30, 2013, by and between ProPetro Holding Corp. and Dale Redman
10.18#†	Form of ProPetro Holding Corp. 2017 Incentive Award Plan
10.19#†	Form of ProPetro Holding Corp. Senior Executive Incentive Bonus Plan
10.20#†	Form of ProPetro Holding Corp. Non-Employee Director Compensation Policy
10.21#†	Form of ProPetro Holding Corp. Director Stock Ownership Policy
10.22#†	Form of ProPetro Holding Corp. 2017 Incentive Award Plan Stock Option Grant Notice and Stock Option Agreement
10.23#†	Form of ProPetro Holding Corp. Amendment to Non-Qualified Stock Option Agreement
10.24#†	Amendment to Employment Agreement, by and between ProPetro Holding Corp. and Dale Redman
10.25#†	Employment Agreement, dated February 17, 2017, by and between ProPetro Holding Corp. and Mark Howell
21.1†	List of Subsidiaries of ProPetro Holding Corp.
23.1†	Consent of Deloitte & Touche LLP
23.2	Consent of Latham & Watkins LLP (contained in Exhibit 5.1)
23.3†	Consent of Prospective Director (Ciabatti)
23.4†	Consent of Prospective Director (Douglas)
23.5†	Consent of Prospective Director (Moore)
23.6†	Consent of Prospective Director (Leininger)
24.1†	Powers of Attorney (contained on the signature page to this Registration Statement)

* To be filed by amendment.

† Previously filed.

Compensatory plan, contract or arrangement.

QuickLinks

Exhibit 3.1

CERTIFICATE OF INCORPORATION
OF
PROPETRO HOLDING CORP.

I, the undersigned, for purposes of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware do hereby execute this Certificate of Incorporation and do hereby certify as follows:

FIRST: The name of the Corporation is ProPetro Holding Corp. (the " Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801, and the name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as it now exists or may hereafter be amended and supplemented (the "DGCL"). The Corporation is being incorporated in connection with the conversion of ProPetro Holding Corp, a Texas corporation (the "Texas Corporation"), to the Corporation (the "Conversion") and this Certificate of Incorporation is being filed simultaneously with the Certificate of Conversion of the Texas Corporation to the Corporation.

FOURTH: The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock which the Corporation shall have authority to issue is 230,000,000. The total number of shares of Common Stock that the Corporation is authorized to issue is 200,000,000, having a par value of $0.001 per share, and the total number of shares of Preferred Stock that the corporation is authorized to issue is 30,000,000, having a par value of $0.001 per share, of which 20,000,000 shares have been designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock"). The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions of the Series A Preferred Stock are set forth on Exhibit A hereto. Subject to the terms of that certain Shareholders Agreement, dated March 4, 2013, as amended, and any other stockholders agreement binding on the Corporation, whether or not in effect on the date hereof and as amended from time to time in accordance therewith (each, a "Stockholders Agreement"), the board of directors of the Corporation (the " Board of Directors") may, in its discretion, issue from time to time authorized but unissued shares or treasury shares of the Corporation to such person or persons, and for such consideration, as the Board of Directors may determine. Upon the filing of the Certificate of Conversion of the Texas Corporation to the Corporation and this Certificate of Incorporation (the "Effective Time"), (i) each share of common stock of the Texas Corporation outstanding immediately prior to the Effective Time will be deemed to be one issued and outstanding, fully paid and nonassessable share of Common Stock, without any action required on the part of the corporation or the former holders of such common stock of the Texas Corporation and (ii) each share of Series A Convertible Preferred Stock of the Texas Corporation outstanding immediately prior to the Effective Time will be deemed to be one issued and outstanding, fully paid and nonassessable share of Series A

Convertible Preferred Stock of the Corporation, without any action required on the part of the Corporation or the former holders of such preferred stock of the Texas Corporation.

FIFTH: The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. COMMON STOCK.

1. General. The rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be set forth in this Certificate of Incorporation or as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. Each holder of Common Stock shall be entitled to one (1) vote for each share of Common Stock held by such holder. Each holder of Common Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation (as in effect at the time in question) (the "Bylaws") and applicable law on all matters put to a vote of the stockholders of the Corporation. No holder of Common Stock shall

be entitled to exercise any right of cumulative voting.

Notwithstanding the foregoing, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL (or any successor provision thereto).

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the outstanding shares of stock of the Corporation entitled to vote thereon (the "Voting Stock"), irrespective of the provisions of Section 242(b)(2) of the DGCL.

3. Dividends. Subject to the rights of any holders of any shares of Preferred Stock which may from time to time come into existence and be outstanding, the holders of Common Stock shall be entitled to the payment of dividends if, when and as declared by the Board of Directors in accordance with applicable law. Any dividends declared by the Board of Directors to the holders of the then outstanding Common Stock shall be paid to the holders thereof pro rata in accordance with the number of shares of Common Stock held by each such holder as of the record date of such dividend.

4. Liquidation. Subject to the rights of any holders of any shares of Preferred Stock which may from time to time come into existence and be outstanding, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the

funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder.

5. No Preemptive or Subscription Rights. No holder of Common Stock shall be entitled to preemptive or subscription rights.

B. PREFERRED STOCK

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors as hereinafter provided.

Authority is hereby expressly granted to and vested in the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the DGCL to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL and any applicable Stockholders Agreement. Without limiting the generality of the foregoing, the resolution or resolutions providing for the issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Voting Stock, irrespective of the provisions of Section 242(b)(2) of the DGCL.

SIXTH: Subject to any applicable Stockholders Agreement, the total number of directors of the Corporation shall be determined from time to time exclusively by resolution of the Board of Directors. Except as otherwise required by law and subject to any applicable Stockholders Agreement and the rights of any holders of any shares of Preferred Stock, which may from time to time come into existence and be outstanding, any vacancies and

newly created directorships shall be filled exclusively by the affirmative vote of a majority of the Board of Directors then in office, even if less than a quorum. No decrease in the number of directors shall shorten the term of any incumbent director. Unless and except to the extent that the Bylaws so provide, the election of directors need not be by written ballot. Subject to any applicable Stockholders Agreement and the rights of any holders of any shares of Preferred Stock which may from time to time come into existence and be outstanding, any director may only be removed upon the affirmative vote of the holders of at least 66-2/3% of the Voting Stock entitled to vote thereon.

SEVENTH: Special meetings of stockholders of the Corporation may be called

only by the Board of Directors pursuant to a resolution approved by the Board of Directors; provided, however, that for so long as the ECP Stockholders (as defined in the Stockholders Agreement) collectively continue to beneficially own at least 20% of the Voting Stock, the Secretary of the Corporation shall call a special meeting of stockholders upon the written request of the ECP Stockholders. Special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the DGCL or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws whether adopted by them or otherwise, without any action on the part of the stockholders. The stockholders may also make new bylaws or alter, amend or repeal the Bylaws (i) in addition to any other vote otherwise required by law, prior to the date the ECP Stockholders cease to beneficially own in aggregate at least 50% of the Voting Stock entitled to vote thereon (the "Trigger Date"), by a majority of the Voting Stock entitled to vote thereon, and (ii) in addition to any other vote otherwise require by law, from and after the Trigger Date, by the affirmative vote of the holders of at least 66-2/3% of the Voting Stock entitled to vote thereon.

NINTH: The Corporation is authorized to indemnify, and to advance expenses to, each current, former or prospective director, officer, employee or agent of the Corporation to the fullest extent permitted by Section 145 of the DGCL as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader rights than permitted prior thereto). To the fullest extent permitted by the laws of the State of Delaware as it now exists or may hereafter be amended, no director shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to, or modification or repeal of, this Article Ninth shall adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such amendment, modification or repeal.

The Corporation may maintain insurance, at its expense, to protect itself and any current, former or prospective director, officer, employee or agent of the Corporation or another corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. To the extent that the Corporation maintains any policy or policies providing such insurance, each such current, former or prospective director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in the Bylaws or elsewhere, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such current, former or prospective director, officer, employee or agent.

TENTH: The Corporation shall, to the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended and supplemented (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader rights than permitted prior thereto), indemnify, advance expenses and hold harmless any person

who was or is a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit

plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person. Notwithstanding the preceding sentence, except with respect to a proceeding to enforce such person's rights to indemnification or advancement of expenses pursuant to this Article TENTH, the Corporation shall be required to indemnify such persons in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by such person was authorized in the specific case by the Board of Directors. The Corporation may, by action of the Board of Directors, provide rights to indemnification and to advancement of expenses to such other employees or agents of the Corporation or its subsidiaries to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the DGCL. Any amendment, repeal or modification of this Article Tenth shall not adversely affect any rights or protection existing hereunder immediately prior to such repeal or modification.

ELEVENTH: In recognition and anticipation that (i) the principals, officers, members, managers and/or employees of the ECP Stockholders or their respective Affiliated Companies (as defined below) may serve as directors or officers of the Corporation, (ii) the ECP Stockholders and their respective Affiliated Companies engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (iii) that the Corporation and its Affiliated Companies may engage in material business transactions with the ECP Stockholders and their respective Affiliated Companies, and that the Corporation is expected to benefit therefrom, the provisions of this Article Eleventh are set forth to regulate and define the conduct of certain affairs of the Corporation as they may involve the ECP Stockholders and/or their respective Affiliated Companies and/or their respective principals, officers, members, managers and/or employees, including any of the foregoing who serve as officers or directors of the Corporation (collectively, the "Covered Persons"), and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. As used in this Certificate of Incorporation, "Affiliated Companies" shall mean (a) in respect of any of the ECP Stockholders, any entity that controls, is controlled by or under common control with such ECP Stockholder (other than the Corporation and any entity that is controlled by the Corporation) and any investment funds managed by Energy Capital Partners and (b) in respect of the Corporation, any company controlled by the Corporation.

To the fullest extent permitted by law, none of the ECP Stockholders, any of their respective Affiliated Companies or any of their respective Covered Persons shall have any fiduciary duty to refrain from (A) carrying on and conducting, whether directly, or as a partner in any partnership, or as a joint venturer in any joint venture, or as an officer, director or stockholder of any corporation, or as a participant in any syndicate, pool, trust or association, any business of any kind, nature or description, whether or not such business is competitive with or in the same or similar lines of business as the Corporation or its Affiliated Companies, (B) doing business with any client, customer, vendor or lessor of any of the Corporation or its Affiliated Companies, or (C) making investments in any kind of property in which the Corporation may

make investments. In the event that any of the ECP Stockholders, any of their respective Affiliated Companies or any of their respective Covered Persons acquires knowledge of a potential transaction or matter which may constitute a corporate opportunity for both (1) (a) the Covered Person, in his or her capacity with any of the ECP Stockholders or any of their respective Affiliated Companies, or (b) any of the ECP Stockholders or any of their respective Affiliated Companies and (2) the Corporation or its Affiliated Companies, none of the ECP Stockholders, any of their respective Affiliated Companies or any of their respective Covered Persons shall, to the fullest extent permitted by law, have any duty to offer or communicate information regarding such corporate opportunity to the Corporation or its Affiliated Companies. To the fullest extent permitted by law, the Corporation and its Affiliated Companies hereby renounce, pursuant to Section 122(17) of the DGCL, any interest or expectancy of the Corporation and its Affiliated Companies in such corporate opportunity and waive any claim against each of the ECP Stockholders, each of their respective Affiliated Companies and each of their respective Covered Persons and shall indemnify each of the ECP Stockholders, each of their respective Affiliated Companies and each of their respective Covered Persons against any claim that any ECP Stockholder, any of its respective Affiliated Companies or any of its respective Covered Persons is liable to the Corporation, its Affiliated Companies or its stockholders for breach of any fiduciary duty, as a director, officer or stockholder of the Corporation or its Affiliated Companies, solely by reason of the fact that any ECP Stockholder, any of its respective Affiliated Companies or any of its respective Covered Persons (x) pursues or acquires any corporate opportunity for its own account or the account of any affiliate, (y) directs, recommends, sells, assigns, or otherwise transfers such corporate opportunity to another person or (z) does not communicate information regarding such

corporate opportunity to the Corporation or its Affiliated Companies. The Corporation shall pay in advance any expenses incurred in defense of such claim as provided in this Article Eleventh.

To the fullest extent permitted by law, no potential transaction or business opportunity may be deemed to be a potential corporate opportunity of the Corporation or its Affiliated Companies unless (i) the Corporation and its Affiliated Companies would be permitted to undertake such transaction or opportunity in accordance with this Certificate of Incorporation, (ii) the Corporation and its Affiliated Companies at such time have sufficient financial resources to undertake such transaction or opportunity and (iii) such transaction or opportunity would be in the same or similar line of business in which the Corporation and its Affiliated Companies are then engaged or a line of business that is reasonably related to, or a reasonable extension of, such line of business.

To the fullest extent permitted by law, no Covered Person will be liable to the Corporation or its Affiliated Companies or stockholders for breach of any duty (at law or in equity, contractual or otherwise) by reason of any activities or omissions of the types referred to in this Article Eleventh.

Any person or entity purchasing or otherwise acquiring or holding any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Eleventh.

For purposes of this Article Eleventh, the Corporation and its Affiliated Companies shall not be deemed Affiliated Companies of any of the ECP Stockholders.

In addition to any vote required by applicable law, this Article Eleventh may not be amended, modified or repealed without the prior written consent of each of the ECP Stockholders.

TWELFTH: Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders and, subject to the next sentence, may not be effected by any consent or consents in writing by stockholders. Notwithstanding the foregoing, until the Trigger Date, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if (A) a consent or consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares of the relevant class(es) or series of stock of the Corporation representing not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of stock of the Corporation then issued and outstanding (other than treasury stock) entitled to vote thereon were present and voted and (B) the action to be taken and the taking of the action by written consent are approved by the Board of Directors, including the directors designated by the ECP Stockholders.

THIRTEENTH: Unless the Corporation consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine, in each such case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Thirteenth.

FOURTEENTH: From time to time, any of the provisions of this Certificate of Incorporation may be amended, altered, changed or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders or directors of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article Fourteenth. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding any other provision of this Certificate of Incorporation, and notwithstanding the fact that a lesser percentage or separate class vote may be

specified by law or otherwise, but in addition to any affirmative vote of the holders of any particular class or series of the capital stock required by law or otherwise, no provision of this

Certificate of Incorporation may be altered, amended or repealed in any respect, nor may any provision of this Certificate of Incorporation or the Bylaws inconsistent therewith be adopted, unless, in addition to any other vote required by this Certificate of Incorporation or otherwise required by law, such alteration, amendment, repeal or adoption is approved, (i) prior to the Trigger Date, by the affirmative vote of the holders of a majority of the outstanding Voting Stock entitled to vote thereon, and (ii) from and after the Trigger Date, by the holders of at least 66-2/3% of the outstanding Voting Stock entitled to vote thereon.

FIFTEENTH: The Corporation elects not to be governed by Section 203 of the DGCL.

SIXTEENTH: The name of the incorporator is Dale Redman (the " Incorporator"). The address of the Incorporator is 1706 S Midkiff Building B, Midland, Texas 79701.

IN WITNESS WHEREOF, the Incorporator has executed this Certificate of Incorporation on this 8th day of March, 2017.

By: /s/ Dale Redman
Dale Redman
Incorporator

[*Signature Page to Certificate of Incorporation of ProPetro Holding Corp.*]

EXHIBIT A

SERIES A CONVERTIBLE PREFERRED STOCK

The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions of the Series A Preferred Stock (as defined below) of ProPetro Holding Corp., a Delaware corporation (the "Corporation"), are set forth below:

1. Designation and Amount; Ranking.

(a) Shares of the Series A Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation, or converted into shares of Common Stock, shall be cancelled by the Corporation and shall not be reissued.

(b) The Series A Preferred Stock, with respect to dividend rights and rights upon the liquidation, winding up or dissolution of the Corporation, shall rank: (i) senior in all respects to all Junior Stock; (ii) on a parity, in all respects, with all Parity Stock; and (iii) junior in all respects to all Senior Stock, in each case as provided more fully herein.

2. Definitions.

As used herein, the following terms shall have the following meanings:

"Accrued Dividends" shall mean, with respect to any share of Series A Preferred Stock, as of any date, the accrued and unpaid dividends on such share, whether or not declared, from, and including, the last day of the most

recently preceding month (or the Issue Date, if there has been no prior full month) to, but not including, such date, and including, for the sake of clarity, any then accrued and unpaid dividends on such share from any prior month or months.

"Affiliate" shall mean, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (and correlative terms) shall mean the power, whether by contract, equity ownership or otherwise, to directly or indirectly, direct the policies or management of a Person. For the avoidance of doubt, any Persons (other than portfolio companies) that are directly or indirectly managed or controlled by the same fund manager (or fund managers that are Affiliates) shall be deemed to be Affiliates.

"Automatic Conversion Date" shall have the meaning set forth in Section 6(b).

"Board of Directors" shall mean the Board of Directors of the Corporation or, with respect to any action to be taken by the Board of Directors, any committee of the Board of Directors duly authorized to take such action.

"Bring-Along Notice" shall have the meaning set forth in Section 8(b).

"Bring-Along Rights" shall have the meaning set forth in Section 8(a).

"Business Day" shall mean any day that is not Saturday, Sunday or other day when banks are required or permitted to be closed in the State of Delaware.

"Certificate of Incorporation" shall mean the Certificate of Incorporation of the Corporation, as further amended or restated in accordance with applicable Law.

"Certificated Preferred Stock" shall have the meaning set forth in Section 11(b)(i).

"Close of Business" shall mean 5:00 p.m. (New York City time).

"Common Holder" shall mean a record holder of shares of Common Stock.

"Common Stock" shall mean the common stock, par value $0.001 per share, of the Corporation or any other capital stock of the Corporation into which such Common Stock shall be reclassified or changed (or, in the case of an Initial Public Offering of a successor entity or parent or Subsidiary of the Corporation, the equivalent common equity of such successor entity or parent or Subsidiary).

"Company Sale" shall mean any one of the following: (i) a change in the ownership or control of the Corporation effected through a transaction or series of transactions (including by way of merger, consolidation, business combination, recapitalization, reorganization or similar transaction involving the Corporation or any of its Subsidiaries) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Corporation or any of its Subsidiaries) (A) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act), of fifty percent (50%) or more of the shares of Common Stock then outstanding or of securities of the Corporation (or options, rights or warrants to purchase or securities convertible into or exchangeable for such securities) possessing fifty percent (50%) or more of the total combined voting power of the shares of all Common Stock then outstanding or (B) obtains control of half or more of the members of the Board of Directors, in either case immediately after such transaction or series of transactions (for the avoidance of doubt, in connection with a merger or similar transaction of the Corporation with any Person, the equity interest holders of such other Person shall be deemed to be a single "group" of "persons" under this clause (i)); or (ii) the sale, lease, transfer, conveyance or other disposition (other than by way of a transaction that would not be deemed a Company Sale pursuant to clause (i) above), in one or a series of related transactions, of all or substantially all of the assets of the Corporation, or the Corporation and its Subsidiaries taken as a whole, to any "person" (as defined above).

"Conversion Date" shall mean the Holder Conversion Date or the Automatic Conversion Date, as applicable.

"Conversion Price" shall mean an amount equal to the Issue Price; *provided, however,* that with respect to any shares of Series A Preferred Stock that are converted to Common Stock upon the consummation of an Initial Public Offering or Company Sale (including a Company Sale pursuant to Section 8), the Conversion Price shall equal the

lesser of (a) the Issue Price (which in the case of conversion to common equity of a successor entity or parent or Subsidiary, shall be equitably adjusted to maintain the Holders' economic entitlement) and (b) 90% of the IPO Price or the price per share of Common Stock received by the stockholders of the

Corporation (or, in the case of a Company Sale structured as a sale of assets of the Corporation, the equity value of the Corporation (expressed as a value per share of Common Stock) after accounting for the aggregate consideration received by the Corporation) in such Company Sale, as applicable.

"Corporation" shall mean ProPetro Holding Corp., a Delaware corporation.

"Dividend Payment Date" shall mean the date that is thirty (30) days after the end of each month, unless the Board of Directors designates an earlier date that is no earlier than the day after the end of such month, commencing with the month in which the Issue Date occurs, and no later than the earliest date of payment in respect of any Parity Stock or Junior Stock with respect to such month.

"Dividend Rate" shall mean, as of July 1, 2017, an annual rate equal to 7.0%.

"Dividend Record Date" shall mean, with respect to any month and applicable Dividend Payment Date, the record date (which shall be a Business Day) set by the Board of Directors for holders eligible to receive any dividend declared for such month, which date shall be no earlier than the day after the end of such month and no later than such Dividend Payment Date.

"ECP Issuance" shall have the meaning set forth in Section 13(c).

"ECP Stockholders" shall have the meaning set forth in the Shareholders Agreement.

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

"Excluded Issuance" shall have the meaning set forth in Section 13(a).

"Holder" shall each mean a holder of record of a share of Series A Preferred Stock.

"Holder Conversion Date" shall have the meaning set forth in Section 6(a).

"Holder Conversion Notice" shall have the meaning set forth in Section 6(a).

"Holder Conversion Notice Date" shall have the meaning set forth in Section 6(a).

"HSR Act" shall have the meaning set forth in Section 4(g).

"Initial Public Offering" shall mean an initial public offering of Common Stock or equivalent common equity of the Corporation (or any successor entity or any parent or Subsidiary of the Corporation following any reorganization transactions undertaken in connection with such initial public offering) pursuant to a Registration Statement on Form S-1 under the Securities Act.

"IPO Price" shall mean the initial price at which Common Stock or equivalent common equity of the Corporation (or any successor entity or any parent or Subsidiary of the Corporation) is offered to the public in an Initial Public Offering.

"Issue Date" shall mean December 27, 2016.

"Issue Price" shall mean, with respect to each share of Series A Preferred Stock, an amount equal to $14.50 per share, subject to adjustment as provided in Section 6(e).

"Junior Stock" shall mean all classes of the Common Stock and each other class of capital stock or series of preferred stock of the Corporation, the terms of which do not expressly provide that such class or series ranks senior to or on a parity with the Series A Preferred Stock as to dividend rights or rights upon the liquidation, winding up or dissolution of the Corporation.

"Law" shall mean any statute, law (including common law and, for the avoidance of doubt, the HSR Act), rule, or regulation or any judgment, order, writ, injunction, or decree of any federal, state, local or foreign court or tribunal or any federal, state, local or foreign public, governmental, or regulatory body, agency, department, commission, board, bureau, or other authority or instrumentality.

"Liquidation Preference" shall mean, with respect to each share of Series A Preferred Stock, an amount equal to the Issue Price, as adjusted in accordance with Section 3(c) and 3(d), plus any Accrued Dividends on such share of Series A Preferred Stock, in each case to the date of payment of the Liquidation Preference, the Conversion Date or the Redemption Date, as applicable.

"New Securities" shall have the meaning set forth in Section 13(a).

"Optional Redemption Notice" shall have the meaning set forth in Section 7(b).

"Optional Redemption Price" shall have the meaning set forth in Section 7(a).

"Ownership Notice" shall mean a notice of ownership of capital stock of the Corporation in such form as is approved from time to time by the Board of Directors.

"Parity Stock" shall mean any class of capital stock or series of preferred stock of the Corporation, the terms of which expressly provide that such class or series will rank on a parity with the Series A Preferred Stock as to dividend rights or rights upon the liquidation, winding up or dissolution of the Corporation.

"Person" shall mean any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

"PIK Dividend Election" shall have the meaning set forth in Section 3(b).

"PIK Shares" shall have the meaning set forth in Section 3(b).

"Pro Rata Allocation" shall have the meaning set forth in Section 13(a).

"Purchase Agreement" shall mean that certain Series A Convertible Preferred Stock Purchase Agreement, dated effective as of the Issue Date, by and among the Corporation and the investors party thereto.

"Qualified Public Offering" shall mean an underwritten Initial Public Offering that results in aggregate offering proceeds to the Corporation (or the applicable successor entity, parent or Subsidiary of the Corporation) of at least $100 million.

"Qualifying Holder" shall have the meaning set forth in Section 15(a).

"Redemption Date" shall have the meaning set forth in Section 7(a).

"Sale Notice" shall have the meaning set forth in Section 9(b).

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Senior Stock" shall mean each class of capital stock or series of preferred stock of the Corporation, the terms of which expressly provide that such class or series will rank senior to the Series A Preferred Stock as to dividend rights or rights upon the liquidation, winding up or dissolution of the Corporation.

"Series A Preferred Stock" shall mean a series of preferred stock, designated as "Series A Convertible Preferred Stock," par value $0.001 per share.

"Shareholders Agreement" shall mean that certain Shareholders Agreement of ProPetro Holding Corp., dated as of March 4, 2013, by and among the Corporation and the stockholders party thereto, as amended as of the date hereof and as may be further amended, supplemented or modified from time to time.

"Subsidiary" shall mean, as to any Person, any corporation or other entity of which (a) such Person or a Subsidiary of such Person is a general partner or, in the case of a limited liability company, the managing member or manager thereof; (b) at least a majority of the outstanding equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time any equity interest of any other class or classes of such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries; or (c) any corporation or other entity which such Person consolidates for accounting purposes.

"Tag-Along Notice" shall have the meaning set forth in Section 9(b).

"Tag-Along Right" shall have the meaning set forth in Section 9(a).

"Tag-Along Transferor" shall have the meaning set forth in Section 9(a).

"Taxes" shall mean (i) any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, occupation, premium, environmental (including taxes under Code

Section 59A), production, severance, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, and (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee liability, operation of law or Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof of any analogous or similar provision under Law).

"Third Party Purchaser" shall have the meaning set forth in Section 8(a).

"Third Party Terms" shall have the meaning set forth in Section 8(b).

"Transfer" shall mean any direct or indirect sale, merger, consolidation, amalgamation, reorganization or other similar plan or scheme, or operation of law, assignment, conveyance, transfer, sale or other disposition, in each case, whether directly, or directly or indirectly of a parent, holding company, equity holder or subsidiary or otherwise.

3. Dividends.

(a) Except as set forth in Section 3(b), beginning with the month of July 2017, each Holder shall be entitled to receive, with respect to each share of Series A Preferred Stock held by such Holder, out of funds of the Corporation legally available for payment, cash dividends on the Liquidation Preference in effect as of the end of the last day of the immediately prior month (or if there has been no prior full month, the Issue Date), computed on the basis of a 360-day year consisting of twelve 30-day months, at the applicable Dividend Rate, payable on each Dividend Payment Date. Such cash dividends shall be payable in arrears on each Dividend Payment Date for the month ending immediately prior to such Dividend Payment Date (or with respect to the first Dividend Payment Date, for the period commencing on July 1, 2017 and ending on July 31, 2017), to the Holders as they appear on the Corporation's stock register at the Close of Business on the relevant Dividend Record Date. Dividends on the Series A Preferred Stock shall accumulate and become Accrued Dividends on a day-to-day basis from the last day of the most recent month, or if there has been no prior full month, from the Issue Date, until dividends are paid pursuant to this Section 3(a) in respect of such Accrued Dividends or pursuant to Sections 3(b), 3(c) and 3(d). If a Dividend Payment Date is not a Business Day, then any dividend in respect of such Dividend Payment Date shall be due and payable on the first Business Day following such Dividend Payment Date.

(b) Notwithstanding anything to the contrary in Section 3(a), the Corporation may elect (a " PIK Dividend Election") to issue to each Holder additional shares of Series A Preferred Stock (" PIK Shares") in lieu of paying cash dividends in whole or in part with respect to any Dividend Payment Date pursuant to Section 3(a). Any PIK Shares

shall be issued to the applicable Holders on the applicable Dividend Payment Date. The number of PIK Shares to be issued to each Holder shall be equal to (i) the aggregate amount of cash dividends to which such Holder is entitled pursuant to Section 3(a) and with respect to which the Corporation makes a PIK Dividend Election divided by (ii) the Issue Price. If the Corporation fails to make a PIK Dividend Election on or prior to the respective Dividend Payment Date in respect of any month that ends after the Issue Date, the Corporation shall be deemed to have made a PIK Dividend

Election for all purposes of the Certificate of Incorporation solely with respect to and to the extent of the portion of such cash dividend for such month that is not paid. Immediately prior to the Close of Business on the applicable Dividend Payment Date, a Holder shall be deemed to be the holder of record of any PIK Shares payable with respect to such Holder's shares of Series A Preferred Stock notwithstanding that the share register of the Corporation shall then be closed or that certificates or book-entry notations representing such PIK Shares shall not then be actually delivered to such Holder.

(c) Notwithstanding anything to the contrary herein, (i) if any shares of Series A Preferred Stock are converted into Common Stock on a Conversion Date in accordance with the Certificate of Incorporation during the period between the last day of a month and the Close of Business on the corresponding Dividend Payment Date and the Corporation has not made a PIK Dividend Election in respect of such month, then the amount of the Accrued Dividends in respect of such month shall be added to the Liquidation Preference for purposes of such conversion; and (ii) if any shares of Series A Preferred Stock are converted into Common Stock in accordance with the Certificate of Incorporation on a Conversion Date during the period between the Close of Business on any Dividend Record Date and the Close of Business on the corresponding Dividend Payment Date, the Accrued Dividends with respect to such shares of Series A Preferred Stock, at the Corporation's option, shall either (x) be paid in cash on or prior to the date of such conversion or (y) not be paid in cash and be added to the Liquidation Preference for purposes of such conversion. For the avoidance of doubt, such Accrued Dividends shall include dividends accruing from, and including, the last day of the most recently preceding month to, but not including, the applicable Conversion Date. The Holders at the Close of Business on a Dividend Record Date shall be entitled to receive any dividend paid as a cash dividend on those shares on the corresponding Dividend Payment Date.

(d) Notwithstanding anything to the contrary herein, if any shares of Series A Preferred Stock are redeemed by the Corporation in accordance with the Certificate of Incorporation on a Redemption Date during any month, the Accrued Dividends with respect to such shares of Series A Preferred Stock for the period from the first day of such month through the Redemption Date shall be added to the Liquidation Preference for purposes of such redemption. For the avoidance of doubt, such Accrued Dividends shall include dividends accruing from, and including, the last day of the most recently preceding month to, but not including, the applicable Redemption Date. The Holders at the Close of Business on a Dividend Record Date shall be entitled to receive any dividend paid as a cash dividend on those shares on the corresponding Dividend Payment Date.

(e) So long as any share of the Series A Preferred Stock remains outstanding, no dividend or distribution shall be declared or paid on, and no redemption or repurchase shall be agreed to or consummated of, Parity Stock, Common Stock or any other shares of Junior Stock, unless all accumulated and unpaid dividends for all preceding full months (including the month in which such accumulated and unpaid dividends first arose) of the Corporation have been declared and paid (including by way of an increase to the Liquidation Preference in accordance with Section 3(c)); *provided*, *however*, that the foregoing limitation shall not apply to (i) a dividend payable on Common Stock or other Junior Stock in-kind in shares of Common Stock or other Junior Stock (and, for the avoidance of doubt, (A) without the consent of the Holders of at least 60% of the shares of Series A Preferred Stock, no cash dividends shall be paid on shares of

Common Stock or Junior Stock while any share of Series A Preferred Stock is outstanding and (B) no cash dividends shall be paid on shares of Common Stock or other Junior Stock for any month for which a dividend is paid to the Holders in PIK Shares); (ii) the acquisition of shares of Common Stock or other Junior Stock in exchange for shares of Common Stock or other Junior Stock; (iii) purchases of fractional interests in shares of Common Stock or other Junior Stock pursuant to the conversion or exchange provisions of shares of other Junior Stock or any securities exchangeable

for or convertible into such shares of Common Stock or other Junior Stock; (iv) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan in the ordinary course of business, including, without limitation, the forfeiture of unvested shares of restricted stock or share withholdings upon exercise, delivery or vesting of equity awards granted to officers, directors and employees; (v) any dividends or distributions of rights in connection with a stockholders' rights plan or any redemption or repurchase of rights pursuant to any stockholders' rights plan; and (vi) the exchange or conversion of Junior Stock for or into other Junior Stock. Notwithstanding the preceding, if dividends on the Series A Preferred Stock and any Parity Stock have not been paid in full, dividends may be declared and paid on the Series A Preferred Stock and such Parity Stock only so long as the dividends are declared and paid pro rata so that amounts of dividends declared and paid per share on the Series A Preferred Stock and such Parity Stock shall in all cases bear to each other the same ratio that the Accrued Dividends per share on the shares of Series A Preferred Stock and the accumulated and unpaid dividends on such other Parity Stock bear to each other.

4. Voting.

(a) In addition to any other rights provided in the Certificate of Incorporation, the bylaws of the Corporation or applicable Law, each share of Series A Preferred Stock shall be entitled to a number of votes per share on an as-converted basis equal to the number of shares of Common Stock into which such share of Series A Preferred Stock is convertible on the record date for the vote to be taken on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class,

(b) So long as any shares of Series A Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by applicable Law or the Certificate of Incorporation, the affirmative vote or consent of the Holders of at least 50% of the outstanding shares of Series A Preferred Stock, voting together as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating (directly or indirectly, including by way of merger, consolidation, business combination, recapitalization, reorganization or similar transaction):

(i) subject to Section 4(d), any amendment or modification of the Certificate of Incorporation, the bylaws of the Corporation or similar organizational documents of any of the Corporation's Subsidiaries if such amendment or modification would adversely affect the rights, preferences, privileges or powers of, or restrictions on, the Series A Preferred Stock; *provided, however,* that any amendment or modification of any of the foregoing that would adversely affect any Holder in a manner disproportionate to the other Holders will require the affirmative vote or consent of such Holder;

(ii) any increase or decrease in the number of authorized shares of Series A Preferred Stock or any issuance of Series A Preferred Stock (other than the issuance of PIK Shares in accordance with the Certificate of Incorporation);

(iii) the authorization, issuance or creation of (by reclassification or otherwise) any class or series of Senior Stock or Parity Stock, or any class or series of capital stock of the Corporation or any Subsidiary having voting rights more favorable than those granted to Holders under this Section 4(b), other than the issuance of PIK Shares in accordance with the Certificate of Incorporation;

(iv) the payment of any dividend or distribution on any class or series of capital stock of the Corporation (or any of its Subsidiaries, except to the extent such dividends or distributions are paid solely to a direct or indirect parent of such Subsidiary), or the repurchase of any shares of Series A Preferred Stock, Senior Stock, Parity Stock or Junior Stock, in each case, other than (A) as contemplated by the Certificate of Incorporation and Section 3 hereof or (B) the repurchase of shares of capital stock from officers or employees of the Corporation or any Subsidiary pursuant to any applicable employee benefit plan or arrangement (and, if applicable, the Shareholders Agreement with respect thereto) entered into in respect of such officer's or employee's employment with the Corporation or such Subsidiary; provided, however, that the payment of cash dividends on shares of Common Stock or Junior Stock while any share of Series A Preferred Stock is outstanding shall require the affirmative vote or consent of 60% of the shares of Series A Preferred Stock;

(v) any voluntary (A) liquidation, dissolution, winding up or termination of the Corporation or any

of its Subsidiaries or (B) commencement of bankruptcy, insolvency, receivership or similar proceedings with respect to the Corporation or any of its Subsidiaries; or

(vi) any sale or disposal (whether by merger, consolidation, business combination, recapitalization, reorganization or similar transaction) of any Subsidiary or asset of the Corporation or any of its Subsidiaries, in each case, for aggregate consideration in excess of $50,000,000, other than in the ordinary course of business.

Notwithstanding the foregoing, (x) none of the above actions shall be restricted or limited by or require any approval of the Holders of Series A Preferred Stock if the proceeds received therefrom are contemporaneously used by the Corporation or such Subsidiary to redeem all of the outstanding shares of Series A Preferred Stock pursuant to Section 7 and (y) in no event shall a Company Sale require the approval of any of the Holders of Series A Preferred Stock.

(c) Without the consent of the Holders, but without limiting Section 4(b), the Corporation, acting in good faith, may, in accordance with applicable Law, amend, alter, supplement or repeal any terms of the Series A Preferred Stock by amending or supplementing the Certificate of Incorporation or any stock certificate representing shares of the Series A Preferred Stock to cure any ambiguity, omission or mistake in any such instrument that does not adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Stock or any Holder.

(d) [Intentionally omitted.]

(e) In exercising the voting or consent rights set forth in Section 4(b), each Holder shall be entitled to one vote per share of Series A Preferred Stock held by such Holder.

(f) The rules and procedures for calling and conducting any meeting of the Holders (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other procedural aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Certificate of Incorporation, the bylaws of the Corporation and applicable Law.

(g) If prior to the exercise of the Holders' or the Corporation's rights pursuant to the Certificate of Incorporation, a filing is required pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), then the Corporation, on the one hand, and any Holder, on the other hand, shall (i) as promptly as practicable, make, or cause or be made, all filings and submissions required under the HSR Act, and (ii) use their commercially reasonable efforts to obtain, or cause to be obtained, consent in respect of such filings and submissions (or the termination or expiration of the applicable waiting period, as applicable).

5. Liquidation Rights.

(a) In the event of any liquidation, winding up or dissolution of the Corporation, whether voluntary or involuntary, each Holder shall be entitled to receive, in respect of such Holder's shares of Series A Preferred Stock, and to be paid out of the assets of the Corporation available for distribution to its stockholders, an amount equal to the Liquidation Preference thereon, in preference to the holders of, and before any payment or distribution is made on, any Junior Stock.

(b) Neither the sale, conveyance, exchange or Transfer (for cash, shares of stock, securities or other consideration) of all or substantially all the assets or business of the Corporation (other than in connection with the liquidation, winding up or dissolution of its business) nor the merger or consolidation of the Corporation into or with any other Person shall be deemed to be a liquidation, winding up or dissolution, voluntary or involuntary, for the purposes of this Section 5.

(c) After the payment in full to the Holders of the amounts provided for in this Section 5, the Holders of shares of Series A Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation in respect of their ownership of such Series A Preferred Stock.

(d) In the event the assets of the Corporation available for distribution to the Holders upon any liquidation, winding up or dissolution of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full all

amounts to which such Holders are entitled pursuant to Section 5(a), no such distribution shall be made on account of any shares of Parity Stock upon such liquidation, winding up or dissolution unless proportionate distributable amounts shall be paid on account of the shares of Series A Preferred Stock, equally and ratably,

in proportion to the full distributable amounts for which Holders of all Series A Preferred Stock and of any Parity Stock are entitled upon such liquidation, winding-up or dissolution.

6. Conversion.

(a) Conversion at Holder's Option.

(i) At any time following the Issue Date, each Holder shall have the right, from time to time, at such Holder's option, to, except to the extent it would result in a breach of applicable Law, convert all or a portion of such Holder's shares of Series A Preferred Stock into a number of fully paid and non-assessable shares of Common Stock. In such event, each of the outstanding shares of Series A Preferred Stock shall be converted into a number of fully paid and non-assessable shares of Common Stock equal to (A) the Liquidation Preference with respect to such share divided by (B) the Conversion Price; *provided, however,* that no Holder may elect to convert shares of Series A Preferred Stock in an aggregate amount less than 10% of the shares of Series A Preferred Stock held by such Holder as of the Issue Date (or, if less, than all of such Holder's shares). To convert shares of Series A Preferred Stock into shares of Common Stock pursuant to this Section 6(a), such Holder shall give written notice (the "Holder Conversion Notice" and the date of such notice, the " Holder Conversion Notice Date"**)** to the Corporation stating that such Holder elects to so convert shares of Series A Preferred Stock and shall state therein: (1) the number of shares of Series A Preferred Stock to be converted by such Holder, (2) the name or names in which such Holder wishes the shares of Common Stock to be issued, (3) the Holder's computation of the number of shares of Common Stock to be received by such Holder and (4) the Conversion Price on the Holder Conversion Notice Date. If a Holder validly delivers a Holder Conversion Notice in accordance with this Section 6(a), the Corporation shall issue the shares of Common Stock as soon as reasonably practicable, but in no event later than five Business Days thereafter (the date of issuance of such shares, the "Holder Conversion Date").

(ii) The Corporation shall give Holders notice of a Company Sale or an Initial Public Offering not less than ten (10) Business Days prior to the consummation of such transaction, including notice of the pricing of such transaction as reasonably promptly as is practicable upon the availability of such information, to allow for each Holder's computation of the applicable Conversion Price and election of whether to convert such Holder's shares of Series A Preferred Stock simultaneously with the consummation of such Company Sale or Initial Public Offering. For the avoidance of doubt, all shares of Series A Preferred Stock shall convert automatically in connection with the consummation of a Qualified Public Offering or a Company Sale in accordance with Section 6(b).

(b) Automatic Conversion. Upon the (i) consummation of (A) a Qualified Public Offering or (B) a Company Sale or (ii) election of the Holders of a majority of the then-outstanding shares of Series A Preferred Stock (such applicable date, the "Automatic Conversion Date"), each of the outstanding shares of Series A Preferred Stock shall automatically be converted into a number of fully paid and non-assessable shares of Common Stock equal to (x) the Liquidation Preference with respect to such share divided by (y) the Conversion Price.

Notwithstanding anything to the contrary herein, no shares of Series A Preferred Stock shall be converted into Common Stock to the extent such conversion would result in a breach of applicable Law.

(c) Upon any conversion pursuant to this Section 6, each Holder shall surrender to the Corporation the certificates representing any shares held in certificated form to be converted (or a customary affidavit of loss with indemnity reasonably satisfactory to the Corporation) during usual business hours at its principal place of business, accompanied by (i) (if so required by the Corporation) a written instrument or instruments of transfer in form reasonably satisfactory to the Corporation duly executed by the Holder or its duly authorized legal representative and

(ii) transfer tax stamps or funds therefor, if required pursuant to Section 6(f).

(d) Immediately prior to the Close of Business on the applicable Conversion Date, with respect to a conversion, a Holder shall be deemed to be the holder of record of Common Stock issuable upon conversion of such Holder's shares of Series A Preferred Stock notwithstanding that the share register of the Corporation shall then be closed or that certificates or book-entry notations representing such Common Stock shall not then be actually delivered to such Holder. Except to the extent that a Holder is not able to convert its shares of Series A Preferred Stock into Common Stock as a result of Section 6(h), on the applicable Conversion Date, dividends shall cease to accrue on the shares of Series A Preferred Stock so converted and all other rights with respect to the shares of Series A Preferred Stock so converted, including the rights, if any, to receive notices, will terminate, except only the rights of Holders thereof to receive the number of fully paid and nonassessable shares of Common Stock into which such shares of Series A Preferred Stock have been converted. As promptly as practical after the conversion of any shares of Series A Preferred Stock into Common Stock, but in any event no later than two Business Days following such conversion, the Corporation shall deliver to the applicable Holder an Ownership Notice identifying the number of shares of Common Stock to which such Holder is entitled. Upon conversion of only a portion of the number of shares of Series A Preferred Stock held by a Holder (in the case of conversion pursuant to Section 6(a)), the Corporation shall issue and deliver to the applicable Holder a new certificate representing the number of shares of the Series A Preferred Stock representing the unconverted portion of the certificate so surrendered.

(e) Conversion Price Adjustments. The Conversion Price shall be subject to adjustment from time to time as follows:

(i) Stock Dividends, Subdivisions, Reclassifications or Combinations. If after the Issue Date the Corporation shall (i) declare a dividend or make a distribution on its Common Stock in shares of its Common Stock or other equity interests of the Corporation or its Subsidiaries, (ii) subdivide or reclassify the outstanding shares of Common Stock into a greater number of shares, (iii) combine or reclassify the outstanding Common Stock into a smaller number of shares, (iv) distribute to holders of Common Stock evidences of indebtedness, equity interests (other than Common Stock) or other assets or (v) consummate a spin-off in which the Corporation makes a distribution to all holders of Common Stock consisting of equity interests of any class or series of, or relating to, a subsidiary or other business unit, the Conversion Price in effect on and after the time of the record date for such dividend or distribution or the effective

date of such subdivision, combination or reclassification shall (without limitation to clause (b) of the definition of "Conversion Price," which shall continue to be applied and create further adjustment as and to the extent applicable) be proportionately adjusted so that the Holder of any shares of Series A Preferred Stock surrendered for conversion after such date shall be entitled to receive the number of shares of Common Stock, equity, evidences of indebtedness and other assets which such Holder would have owned or been entitled to receive had such shares of the Series A Preferred Stock been converted immediately prior to such date. Successive adjustments in the Conversion Price shall be made whenever any event specified above shall occur.

(ii) Rounding of Calculations; Minimum Adjustment. All calculations under this Section 6(e) shall be made to the nearest cent or to the nearest one hundredth (1/100th) of a share, as the case may be. Any provision of this Section 6 to the contrary notwithstanding, no adjustment in the Conversion Price shall be made if the amount of such adjustment would be less than $0.001; but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate $0.001 or more.

(iii) Timing of Issuance of Additional Common Stock Upon Certain Adjustments. In any case in which the provisions of this Section 6(e) shall require that an adjustment shall become effective immediately after a record date for an event, the Corporation may defer until the occurrence of such event issuing to the Holder of any share of the Series A Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the shares of Common Stock issuable upon such conversion before giving effect to such adjustment.

(f) The issuance or delivery of certificates for Common Stock upon the conversion of shares of Series A Preferred Stock and the issuance or delivery of any Ownership Notice, whether at the request of a Holder or upon the conversion of shares of Series A Preferred Stock, shall each be made without charge to the Holder or recipient of shares of Series A Preferred Stock for such certificates or Ownership Notice or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby or such Ownership Notice or the securities identified therein, and such certificates or Ownership Notice shall be issued or delivered in the respective names of, or in such names as may be directed by, the applicable Holder; *provided*, *however*, that the Corporation shall not be required to pay any tax which may be payable in respect of any Transfer involved in the issuance and delivery of any such certificate in a name other than that of the Holder of the shares of the relevant Series A Preferred Stock and the Corporation shall not be required to issue or deliver any such certificate or Ownership Notice unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Corporation the amount of such tax or shall have established to the reasonable satisfaction of the Corporation that such tax has been paid.

(g) Any shares of Common Stock delivered pursuant to this Section 6 shall be validly issued, fully paid and nonassessable (except as such nonassessability may be affected by matters of any Law), free and clear or any liens, claims, rights or encumbrances other than those arising

under the Delaware General Corporation Law, the Shareholders Agreement or the Certificate of Incorporation or created by the holders thereof.

(h) The Corporation shall at all times reserve and keep available for issuance upon the conversion of the Series A Preferred Stock such maximum number of its authorized but unissued and otherwise unreserved shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Series A Preferred Stock pursuant any applicable provision of the Certificate of Incorporation, and shall take all action required to be taken by it (including promptly calling and holding one or more special meetings of the Board of Directors and the stockholders of the Corporation until such increase is approved in accordance with applicable Law and amending the Certificate of Incorporation) to increase the authorized number of shares of Common Stock if at any time there shall be insufficient unissued and otherwise unreserved shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of Series A Preferred Stock. Notwithstanding anything herein to the contrary, unless otherwise agreed by the affirmative vote of the Holders of at least 50% of the shares of Series A Preferred Stock at the time outstanding and entitled to vote thereon, all shares of Series A Preferred Stock which would otherwise convert into shares of Common Stock shall remain outstanding and shall continue to accumulate and compound additional dividends pursuant to Section 3 until such time as there are sufficient unissued shares of Common Stock to permit the conversion of all outstanding shares of Series A Preferred Stock.

(i) In case after the Issue Date of any consolidation with or merger of the Corporation with or into another corporation or other entity or merger of another entity into the Corporation, or in case of any sale, lease or conveyance to another corporation or other entity of the assets of the Corporation as an entirety or substantially as an entirety, in each case, (x) that is not a Company Sale and (y) as a result of which the previously outstanding shares of Common Stock shall be cancelled, reclassified or converted or changed into or exchanged for shares of stock, other and/or property (including cash) or any combination of the foregoing, each share of the Series A Preferred Stock shall after the date of such consolidation, merger, sale, lease or conveyance be convertible into the number of shares of stock, other securities and/or property (including cash) to which the Common Stock issuable (immediately prior to such consolidation, merger, sale, lease or conveyance) upon conversion of such share of the Series A Preferred Stock would have been entitled upon such consolidation, merger, sale, lease or conveyance (without limitation to clause (b) of the definition of "Conversion Price," which shall continue to be applied and create further adjustment as and to the extent applicable); and in any such case, if necessary, the provisions set forth herein with respect to the rights and interests of the Holders with respect to the Series A Preferred Stock and the rights and obligations of the Corporation shall be appropriately adjusted so as to be applicable, as nearly as may reasonably be, to any shares of stock or other securities or property thereafter deliverable on the conversion of the shares of the Series A Preferred Stock. In determining the kind and amount of stock, securities and/or property receivable upon consummation of such consolidation, merger, sale, lease or conveyance, if the Common Holders have the right to elect the kind or amount of consideration receivable upon consummation of such transaction, then the Holders, in connection with such transaction and at the same time holders of Common Stock are allowed to make such election, shall be given the right to make a similar election with respect to the number of shares of stock or other securities or property into which such Holder's shares of Series A Preferred Stock shall

thereafter be convertible. The above provisions of this Section 6(i) shall similarly apply to successive such transactions.

7. Optional Redemption.

(a) At any time on or after December 31, 2019, and from time to time thereafter, the Corporation shall have the right, subject to applicable Law and the rights of Holders under Section 6(a), to redeem the Series A Preferred Stock, in whole or in part, from any source of funds legally available for such purpose at a price per share equal to the Issue Price plus any Accrued Dividends on the redeemed shares (the "Optional Redemption Price"); *provided, however,* that any such redemption shall be for no less than 12.5% of the total shares of Series A Preferred Stock issued as of the Issue Date. Any such redemption shall occur on a Business Day set by the Corporation in its sole discretion (the "Redemption Date"). For the avoidance of doubt, any Holder shall be entitled to convert all or a portion of its shares of Series A Preferred Stock into shares of Common Stock pursuant to Section 6(a) at any time prior to the Redemption Date, and the Corporation shall not be entitled to redeem any such shares of Series A Preferred Stock that have been so converted.

(b) The Corporation shall give notice of its election to redeem the Series A Preferred Stock pursuant to this Section 7 not less than ten (10) days and not more than sixty (60) days before the scheduled Redemption Date, to the Holders of Series A Preferred Stock as such Holders' names appear (as of the Close of Business on the Business Day next preceding the day on which notice is given) on the Corporation's books at the address of such Holders shown therein. Such notice (the "Optional Redemption Notice"**)** shall state: (i) the Redemption Date, (ii) the number of shares of Series A Preferred Stock to be redeemed and, if fewer than all outstanding shares of Series A Preferred Stock are to be redeemed, the number (and, in the case of shares in certificated form, the identification) of shares to be redeemed from such Holder, (iii) the Optional Redemption Price on the date of such notice and (iv) the place where any shares of Series A Preferred Stock in certificated form are to be redeemed and shall be presented and surrendered for payment of the Optional Redemption Price therefor.

(c) If the Corporation elects to redeem fewer than all of the outstanding shares of Series A Preferred Stock pursuant to this Section 7, the number of shares of Series A Preferred Stock to be redeemed shall be determined by the Corporation, provided that the Series A Preferred Stock shall be redeemed on a pro rata basis across all Holders based on their respective ownership of Series A Preferred Stock unless agreed upon otherwise by Holders holding at least two-thirds of the shares of the Series A Preferred Stock. The shares of Series A Preferred Stock not redeemed shall remain outstanding.

(d) If the Corporation gives an Optional Redemption Notice, then from and after the Redemption Date, unless the Corporation defaults in providing funds sufficient for such redemption at the time and place specified for payment pursuant to the Optional Redemption Notice, all dividends on such shares of Series A Preferred Stock to be redeemed shall cease to accrue and all other rights with respect to the shares of Series A Preferred Stock to be redeemed, including the rights, if any, to receive notices, will terminate, except only the right to receive the Optional Redemption Price.

(e) Any shares of Series A Preferred Stock that are redeemed or otherwise acquired by the Corporation shall be cancelled. If only a portion of the shares of Series A Preferred Stock represented by a certificate shall have been called for redemption, upon surrender of the certificate to the Corporation, the Corporation shall issue and deliver to the applicable Holders a new certificate representing the number of shares of Series A Preferred Stock represented by the surrendered certificate that have not been called for redemption.

8. Bring-Along Rights.

(a) Bring-Along Right. At any time prior to the consummation of an Initial Public Offering, if a majority of the Board of Directors approves a Company Sale to an unaffiliated third party (a "Third Party Purchaser"), then the

Corporation shall have the right (a "Bring-Along Right"), but not the obligation, to require each Holder to tender for purchase to the Third Party Purchaser, on the same terms and conditions as apply to the Common Holders and as if the shares of Series A Preferred Stock so tendered were first converted into Common Stock at the Conversion Price, a number of shares of Series A Preferred Stock that, in the aggregate, equal the number derived by multiplying (i) the total number of shares of Series A Preferred Stock owned by the Holder by (ii) a fraction, the numerator of which is the total number of shares of Common Stock to be sold to the Third Party Purchaser in connection with the Company Sale and the denominator of which is the total number of shares of Common Stock (including shares issuable upon the exercise of rights to acquire Common Stock) outstanding immediately prior to such Company Sale.

(b) Notice. If the Corporation elects to exercise its Bring-Along Right under Section 8(a), the Corporation shall provide notice to each Holder in writing (the "Bring-Along Notice"). Each Bring-Along Notice shall set forth: (i) the proposed amount and form of consideration and terms and conditions of payment offered by the Third Party Purchaser(s) and a summary of any other material terms pertaining to the Transfer ("Third Party Terms ") and (ii) the number of shares of Series A Preferred Stock that the Corporation elects each Holder to sell in the transaction as determined pursuant to Section 8(a). The Bring-Along Notice shall be given at least ten (10) days prior to the closing of the proposed Company Sale. Upon the delivery of a Bring-Along Notice, no further Transfers of Series A Preferred Stock by any Holder shall be permitted until the earliest of the date that (x) such Bring-Along Notice is withdrawn, (y) the Company Sale is consummated and (z) ninety (90) days following the date of such Holder's receipt of the Bring-Along Notice. For the avoidance of doubt, to the extent any Holder is permitted to Transfer shares of Series A Preferred Stock as a result of the expiration of the date set forth in clause (z) above, as a condition to such Transfer, such Holder shall cause the proposed transferee to acknowledge that such transferee will waive all applicable rights to notice under, and shall tender such shares of Series A Preferred Stock for purchase to the Third Party Purchaser(s) in accordance with, this Section 8.

(c) Upon the giving of a Bring-Along Notice, each Holder shall be obligated to sell the number of shares of Series A Preferred Stock set forth in such Holder's Bring-Along Notice on the Third Party Terms, provided, that each Holder shall, as if the shares of Series A Preferred Stock tendered by such Holder were first converted into Common Stock at the Conversion Price, (x) receive the same valuation of consideration as the Common Holders in such Company Sale; (y) shall be offered the right to receive the same form of consideration as the Common Holders;

and (z) subject to any differences resulting from the operation of, or the waiver by any Holder of, the provisions of Section 10, shall assume the same post-closing obligations as the Common Holders.

(d) At the closing of any Company Sale pursuant to this Section 8, the Third Party Purchaser(s) shall remit to the Holders the consideration for the total sales price of the Series A Preferred Stock held by the Holders and sold pursuant hereto, minus any consideration to be escrowed or otherwise held back (including any earn out payments) in accordance with the Third Party Terms, against delivery by the Holders of certificates, if any, for such Series A Preferred Stock or affidavits of loss (together with an indemnity reasonably acceptable to the Third Party Purchaser), duly endorsed for Transfer or with duly executed stock powers, and, if applicable, an instrument evidencing the compliance by the Holders with any other conditions to closing generally applicable to the Holders selling shares in the Company Sale. For the avoidance of doubt, Holders of Series A Preferred Stock shall be entitled to receive the same per-share consideration as and when received by Common Holders in such Company Sale; *provided, however,* that such per-share consideration shall be calculated based on an as-converted basis (based on the Conversion Price) assuming all shares of Series A Preferred Stock sold by the Holders in such Company Sale were converted into shares of Common Stock. For the avoidance of doubt, any Accrued Dividends on the Series A Preferred Stock shall be taken into account when calculating the consideration due to each Holder pursuant to this Section 8.

9. Tag-Along Rights.

(a) At any time prior to the consummation of an Initial Public Offering, if one or more Holders or Common Holders (the "Tag-Along Transferor") proposes to Transfer greater than $50 million of outstanding shares of Series A Preferred Stock (based solely on the Issue Price) or 50% or more of the outstanding shares of Common Stock, as applicable, held by such Holders or Common Holders to a Third Party Purchaser, in a single Transfer or a series of related Transfers, then each other Holder shall have the right (a "Tag-Along Right") to require that the proposed Third Party Purchaser purchase from such Holder, on the same terms and conditions as apply to the Tag-

Along Transferor, the following:

(i) in the event of a Transfer by the Tag-Along Transferor of Series A Preferred Stock, up to a number of such Holder's Series A Preferred Stock equal to the number derived by multiplying (A) the total number of shares of Series A Preferred Stock that such Third Party Purchaser has agreed or committed to purchase by (B) a fraction, the numerator of which is the total number of shares of Series A Preferred Stock owned by such other Holder and the denominator of which is the aggregate number of shares of Series A Preferred Stock owned by all Holders who have exercised the Tag-Along Right; and

(ii) in the event of a Transfer by the Tag-Along Transferor of Common Stock, up to a number of such Holder's shares of Common Stock into which shares of Series A Preferred Stock have converted derived by multiplying (A) the total number of shares of Common Stock that such Third Party Purchaser has agreed or committed to purchase by (B) a fraction, the numerator of which is the total number of shares of Common Stock owned by such other Holder and the denominator of which is the aggregate number of

shares of Common Stock owned by all Common Holders (including such Holder) who have exercised the Tag-Along Right; *provided, however,* that no Holder shall be entitled to exercise its Tag-Along Right unless such Holder has elected to convert all or a portion of its shares of Series A Preferred Stock into Common Stock (simultaneous with or prior to the transaction that is the subject of the Tag-Along Right).

(b) The Tag-Along Transferors shall notify each Holder in writing in the event the Tag-Along Transferors propose to make a Transfer or series of Transfers giving rise to a Tag-Along Right at least ten (10) business days prior to the date on which the Tag-Along Transferors expect to consummate such Transfer (the "Sale Notice"), which notice shall specify the number of shares of Series A Preferred Stock or Common Stock, as applicable, that the Third Party Purchaser intends to purchase in such Transfer. The Tag-Along Right may be exercised by any Holder proposing to sell all (but not fewer than all) of the shares of Series A Preferred Stock or Common Stock which such Holder is entitled to sell pursuant to Section 9(a) above by delivery of a written notice to the Tag-Along Transferors (the "Tag-Along Notice") within ten (10) business days following receipt of the Sale Notice from the Tag-Along Transferors. Each applicable Holder shall (i) receive the same valuation of consideration as the Tag-Along Transferors; (ii) shall be offered the right to receive the same form of consideration as the Tag-Along Transferors; and (iii) subject to any differences resulting from the operation of, or the waiver by any Holder of, the provisions of Section 10, shall assume the same post-closing obligations as the Tag-Along Transferors. In the event that the proposed Third Party Purchaser does not purchase the specified number of shares of Series A Preferred Stock or Common Stock from any applicable Holder on the same terms and conditions as specified in the Sale Notice, then the Tag-Along Transferors shall not be permitted to sell to the proposed Third Party Purchaser additional shares of shares of Series A Preferred Stock or Common Stock, as applicable, in an amount equal to the number of shares of Series A Preferred Stock or Common Stock that the Third Party Purchaser failed to purchase from such Holder unless the Tag-Along Transferors purchase from such Holder a corresponding number of shares of Series A Preferred Stock or Common Stock, as applicable, on the same terms and conditions as specified in such Sale Notice. For the avoidance of doubt, any Accrued Dividends on the Series A Preferred Stock shall be taken into account when calculating the consideration due to each Holder pursuant to this Section 9.

(c) At the closing of the Transfer to any Third Party Purchaser pursuant to this Section 9, the Third Party Purchaser shall remit to each applicable Holder the consideration for the total sales price of the Series A Preferred Stock or Common Stock, as applicable, held by such Holder sold pursuant hereto, minus any such consideration to be escrowed or otherwise held back (including earn out payments) in accordance with the Third Party Terms, against delivery by the Holders of certificates, if any, for such Series A Preferred Stock or Common Stock, as applicable, or affidavits of loss (together with an indemnity reasonably acceptable to the Third Party Purchaser), duly endorsed for Transfer or with duly executed stock powers, and, if applicable, an instrument evidencing the compliance by the Holders with any other conditions to closing generally applicable to the Holders selling shares in the transaction.

(d) For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, in no event shall any Holder of Series A Preferred Stock (or shares of Common

Stock issued upon conversion thereof) have any rights under this Section 9 with respect to an Initial Public Offering.

10. Cooperation; Limitations.

(a) In the event of (i) the exercise of a Bring-Along Right pursuant to Section 8 or (ii) the exercise of a Tag-Along Right pursuant to Section 9, each Holder shall consent to and raise no objections against the transaction and shall take all actions that the Board of Directors reasonably deems necessary in connection with the consummation of the transaction. Without limiting the generality of the foregoing, each Holder agrees to: (A) vote in favor of such transaction or act by written consent approving the same with respect to all shares of Series A Preferred Stock and Common Stock owned by such Holder; (B) if requested, execute any purchase agreement, merger agreement or other agreement entered into with the Third Party Purchaser with respect to such transaction, and any such ancillary agreement with respect thereto as is necessary or desirable to approve and consummate the transaction at the purchase price and upon the same terms and conditions as the Common Holders (subject to any differences resulting from the operation of, or the waiver by any Holder of, the succeeding provisions of this Section 10); (C) refrain from the exercise of, and waive, any dissenters' rights, appraisal rights or similar rights in connection with such transaction; and (D) take all further actions or deliver all such additional documents or agreements as is reasonably requested by the Corporation in connection with such transaction. Notwithstanding anything in Sections 8 through 10 to the contrary, the rights and obligations of the Holders shall be limited as follows: (1) all such covenants, indemnities and agreements in the applicable purchase agreement, merger agreement or other agreement entered into with the Third Party Purchaser and any ancillary agreement or other agreement entered into with the Third Party Purchaser and any ancillary agreement with respect thereto shall be made on a several, and not joint and several, pro rata basis by all Holders and Common Holders, as applicable, (2) each Holder shall only be required to make representations and warranties personal to such Holder (and not, for the avoidance of doubt, in respect of the Corporation, its subsidiaries or their respective businesses), including representations and warranties relating to its existence, authority, non-contravention, due execution, ownership of shares of Series A Preferred Stock or Common Stock, as applicable, to be Transferred, ability to Transfer such shares free and clear of all liens and encumbrances, and the enforceability of the relevant agreement against such Holder, in the applicable purchase agreement, merger agreement or other agreement entered into with the Third Party Purchaser and any ancillary agreement, (3) any indemnification a Holder shall be required to provide (including with respect to covenants, agreements, representations and warranties in respect of the Corporation, its subsidiaries or their respective businesses) will be made on a several, and not joint and several, pro rata basis with any other Holder and Common Holder, as applicable (other than for any amounts held in escrow and other than in respect of the personal representations and warranties referenced in the immediately preceding clause (2)), (4) in connection with a Bring-Along Right, if any other Holder receives an option as to the form of consideration it shall receive in the transaction, such Holder shall be offered the same choice with respect to its stock of the same class, (5) in connection with a Bring-Along Right and Tag-Along Right, no Holder shall be required to agree to (x) any non-competition covenant or agreement or (y) any non-solicitation covenant or agreement (other than in respect of the solicitation by such Holder of a member of the Corporation's or its Subsidiary's senior management and other than in respect of malicious interference by such Holder with customers or suppliers, in each case which covenants or

agreements shall be reasonable as to duration and scope), and (6) no Holder's obligations for indemnification and similar obligations shall exceed the aggregate of the consideration actually received by such Holder in connection with such transaction.

(b) Each Holder shall bear its pro rata share of the costs of any transaction (pursuant to this Agreement or otherwise) in which it sells shares of its Series A Preferred Stock or Common Stock (based upon the net proceeds received by such Holder in such transaction) to the extent such costs are incurred for the benefit of all Holders and are not otherwise paid by the Corporation or the acquiring party.

11. Uncertificated Shares; Certificated Shares.

(a) Uncertificated Shares.

(i) Form. Notwithstanding anything to the contrary herein, unless requested in writing by a Holder to the Corporation, the shares of Series A Preferred Stock and any shares of Common Stock issued upon conversion thereof shall be in uncertificated, book entry form as permitted by the bylaws of the Corporation and

the Delaware General Corporation Law. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof an Ownership Notice.

(ii) Transfer. Transfers of Series A Preferred Stock and any Common Stock issued upon conversion thereof held in uncertificated, book-entry form shall be made only upon the transfer books of the Corporation upon receipt of proper transfer instructions from the registered owner of such uncertificated shares, or from a duly authorized attorney or from an individual presenting proper evidence of succession, assignment or authority to transfer the stock. The Corporation may refuse any requested transfer until furnished evidence reasonably satisfactory to it that such transfer is proper.

(b) Certificated Shares.

(i) Form and Dating. When Series A Preferred Stock is in certificated form (" Certificated Preferred Stock"), the Series A Preferred Stock certificate shall be substantially in the form set forth in Annex A, which is hereby incorporated in and expressly made a part of the Certificate of Incorporation. The Series A Preferred Stock certificate may have notations, legends or endorsements required by applicable Law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage; *provided* that any such notation, legend or endorsement is in a form acceptable to the Corporation. Each Series A Preferred Stock certificate shall be dated the date of its authentication.

(ii) Execution and Authentication . Two officers of the Corporation shall sign each Series A Preferred Stock certificate for the Corporation by manual or facsimile signature.

(iii) Transfer and Exchange. When Certificated Preferred Stock is presented to the Corporation with a request to register the transfer of such Certificated Preferred Stock or to exchange such Certificated Preferred Stock for shares of certificated Common

Stock, the Corporation shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided*, *however*, that the Certificated Preferred Stock surrendered for transfer or exchange:

A. shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Corporation, duly executed by the Holder thereof or its attorney duly authorized in writing; and

B. is being transferred or exchanged pursuant to subclause (1) or (2) below, and is accompanied by the following additional information and documents, as applicable:

(1) if such Certificated Preferred Stock is being delivered to the Corporation by a Holder for registration in the name of such Holder, without transfer, a certification from such Holder to that effect in substantially the form of Annex B hereto; or

(2) if such Certificated Preferred Stock is being Transferred to the Corporation or to a "qualified institutional buyer" in accordance with Rule 144A under the Securities Act or pursuant to another exemption from registration under the Securities Act, (i) a certification to that effect (in substantially the form of Annex B hereto) and (ii) if the Corporation so requests, an opinion of counsel or other evidence reasonably satisfactory to it as to the compliance with any restrictions on Transfer applicable to such Certificated Preferred Stock.

(iv) Replacement Certificates. If any of the Series A Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall issue, in exchange and in substitution for and upon cancellation of the mutilated Series A Preferred Stock certificate, or in lieu of and substitution for the Series A Preferred Stock certificate lost, stolen or destroyed, a new Series A Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Series A Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Series A Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation.

(c) Upon (i) the request of any Holder of shares of Series A Preferred Stock held in certificated form;

(ii) delivery by such Holder of such information reasonably requested by the Corporation (which may include an opinion of counsel reasonably acceptable to the Corporation) and (iii) a reasonable determination by the Corporation that such shares are no longer subject to (or are entitled to an exemption from) any applicable restrictions on Transfer set forth herein, the Purchase Agreement or applicable securities laws, the Corporation shall permit such Holder to exchange such certificated Series A Preferred Stock for certificated Series A Preferred Stock that does not bear the applicable restrictive legend(s) and rescind the applicable restriction on the Transfer of such certificates Series A Preferred Stock.

12. Tax Matters. The Corporation, or any applicable withholding agent, is hereby authorized, on behalf of each Holder, to withhold and pay over to the applicable taxing authority any and all

Taxes required to be withheld under applicable Law with respect to such Holder and its shares of Series A Preferred Stock (and any cash dividends or PIK Shares, and including with respect to any deemed distributions, payable thereon). Each of the Holders hereby agrees to indemnify the Corporation for any and all Taxes imposed on dividends or distributions (whether cash dividends or PIK Shares and including with respect to any deemed distributions) paid or payable to such Holder with respect to its shares of Series A Preferred Stock that are in excess of amounts actually withheld by the Corporation, or any applicable withholding agent, with respect to such Holder and paid to the applicable taxing authority. Each Holder shall provide to the Corporation, or any applicable withholding agent, upon request any Tax forms or other documentation reasonably requested by the Corporation, or any applicable withholding agent, to enable it to comply with its obligations under applicable Law. Upon determination of the actual amount of any tax withholding payments payable with respect to the Series A Preferred Stock, each Holder (as applicable) shall indemnify the Corporation promptly but in no event later than fifteen (15) days after the presentation of a statement setting forth the amount of indemnification to which the Corporation is entitled along with such supporting evidence as is reasonably necessary to calculate such amount under this Section 12. Notwithstanding anything in the Certificate of Incorporation to the contrary, each of the Holders hereby agrees that (a) the provisions of this Section 12 shall be binding on each of such Holder's successors and assigns and (b) such Holder shall cause each Person to which it Transfers any of its shares of Series A Preferred Stock to acknowledge and agree to the provisions of this Section 12 in a form and manner reasonably to the satisfaction of the Corporation.

13. Pre-emptive Rights.

(a) With respect to any issuance or portion thereof, other than an Excluded Issuance, by the Corporation of shares of Common Stock or other equity securities (including debt and equity securities that are convertible into or exchangeable for shares of Common Stock or other equity securities) after the date hereof but prior to an Initial Public Offering by the Corporation (such securities or rights are collectively referred to herein as the "New Securities"), each Holder may elect to subscribe for and purchase for the issuance price offered by the Corporation such Holder's Pro Rata Allocation of such New Securities. "Excluded Issuance" shall mean (i) any shares issued as stock dividends, or pursuant to stock splits, recapitalization or other similar events that do not adversely affect the proportionate amount of the Corporation's equity held by the Holders and Common Holders; (ii) securities issued pursuant to an Initial Public Offering; (iii) equity securities issuable pursuant to warrants, options, notes or other rights to acquire securities of the Corporation issued in compliance with this Section 13; (iv) capital stock, or warrants or options to purchase capital stock, issued to the third party seller or unaffiliated strategic partner in acquisitions, mergers or strategic partner transactions, the terms of which are approved by the Board of Directors; and (v) any PIK Shares issued in accordance with the Certificate of Incorporation. "Pro Rata Allocation" shall mean, with respect to any Holder, the number derived by multiplying (i) the total number of New Securities proposed to be issued in the preemptive offering by (ii) a fraction, the numerator of which is the number of shares of Common Stock that would be owned by such Holder assuming the conversion of all shares of Series A Preferred Stock owned by such Holder as of the date of the issuance of such New Securities and the denominator of which is the sum of (A) the total outstanding shares of Common Stock and (B) the number of shares of Common Stock (including, for purposes of this calculation, shares issuable upon the exercise of all Vested Options (as defined in the

Shareholders Agreement) whether or not exercised) that would be owned by all Holders and all Common Holders assuming the conversion of all shares of Series A Preferred Stock outstanding as of the date of the issuance of such

New Securities.

(b) The Corporation shall give each Holder thirty (30) days written notice before making any sale or offering of New Securities and shall advise each Holder of its rights under this Section 13 to participate in such offering. The notice shall describe the price and the terms on which the Corporation proposes to sell, Transfer, or otherwise distribute the New Securities, together with a calculation of such Holder's Pro Rata Allocation. Each Holder will then have twenty (20) days after the receipt of the notice to advise the Corporation in writing whether it will exercise its rights hereunder and to deliver payment in full for the shares of New Securities it elects to purchase. If a Holder fails to deliver payment within the requisite time period for the New Securities it elects to purchase, such Holder shall have no further purchase rights under this Section 13 in connection with such offering of New Securities.

(c) In the event that the ECP Stockholders are issued New Securities in an offering that is not an Excluded Issuance (an "ECP Issuance"), such ECP Issuance may occur prior to undertaking the procedures required by this Section 13 with respect to the Holders if the Board of Directors determines in good faith that it would be adverse to the Corporation to comply with the procedures in this Section 13, in which case the Corporation shall cause such procedures to be undertaken with respect to the Holders (other than the ECP Stockholders) promptly following such ECP Issuance (and in any event the notice contemplated in Section 13(b) above shall be delivered no later than ten (10) days of such ECP Issuance. Each Holder's respective Pro Rata Allocation for purposes of complying with such procedures shall be calculated without taking into account any shares of Common Stock or other equity securities issued to the ECP Stockholders in such issuance (but the shares of Common Stock or other equity securities held by the ECP Stockholders prior to the ECP Issuance shall be included in any such calculation)), and each such Holder shall be entitled to purchase up to such number of New Securities sufficient to cause such Holder's relative percentage ownership of all outstanding Common Stock immediately following such purchase to equal such Holder's relative percentage ownership of Common Stock immediately prior to the ECP Issuance (including, for purposes of calculating such Holder's relative percentage ownership of Common Stock, shares issuable upon the exercise of all Vested Options, whether or not exercised, and conversion of all shares of Series A Preferred Stock outstanding as of the date of the issuance of such New Securities. The Corporation may not issue any New Securities in any ECP Issuance unless the ECP Stockholders expressly agree to give effect to this provision.

(d) Notwithstanding any provision herein to the contrary, any issuance of equity securities by any Subsidiary of the Corporation other than to the Corporation or a wholly owned Subsidiary of the Corporation shall be deemed an issuance by the Corporation of its equity securities to which the pre-emptive rights under this Section 13 shall apply.

14. Transfer Restrictions. Notwithstanding anything in the Purchase Agreement or the Certificate of Incorporation to the contrary, and subject to the requirements of Section 12 hereof, no Holder may Transfer any of such Holder's shares of Series A Preferred Stock without the prior written consent of the Corporation, which consent may be (a) withheld in the sole discretion of the Corporation or (b) given subject to reasonable terms and conditions determined

by the Corporation in its sole discretion; *provided, however,* that (i) any Holder may at any time Transfer any of such Holder's shares of Series A Preferred Stock to one or more of such Holder's Affiliates, provided that such Person shall Transfer such shares to such Holder in the event that such Person ceases to be an Affiliate of such Holder, and (ii) on or after January 1, 2018, any investor may Transfer any of such Holder's shares of Series A Preferred Stock to any Person without the prior written consent of the Corporation, except that the Corporation's prior written consent shall be required for a Transfer of shares of Series A Preferred Stock to a Person that, directly or indirectly through one or more of its Affiliates, holds a 50% or greater equity interest in, or otherwise is permitted to appoint a director, manager or managing member (or similar representative on the governing body) of a Person engaged in the conduct of business in the oilfield services industry in North America. Each Holder agrees that in connection with any Transfer consented to by the Corporation, such Holder shall, if requested by the Corporation, deliver to the Corporation an opinion of counsel in form and substance reasonably satisfactory to the Corporation and counsel for the Corporation, to the effect that the Transfer is not in violation of the Certificate of Incorporation, the Securities Act, or the securities Laws of any state. Any purported Transfer in violation of the provisions of this Section 14 shall be null and void and shall have no force or effect. The restrictions on Transfer set forth in this Section 14 shall terminate upon the consummation of an Initial Public Offering.

15. Information *Rights*.

(a) Each Holder that, together with its Affiliates, owns shares of Series A Preferred Stock with an aggregate value (based solely on Issue Price) of at least $5,000,000 (each, a "Qualifying Holder") shall be entitled to receive the following information from the Corporation:

(i) within one hundred twenty (120) days after the end of each Fiscal Year of the Corporation, an audited consolidated balance sheet of the Corporation and its Subsidiaries as of the end of such Fiscal Year and the related income statement, statement of members' equity, and statement of cash flows for such Fiscal Year; and

(ii) within forty-five (45) days after the end of the first three quarters of each Fiscal Year of the Corporation (and within ninety (90) days after the end of the fourth quarter of each Fiscal Year of the Corporation), an unaudited consolidated balance sheet of the Corporation and its Subsidiaries as of the end of such quarter and an unaudited related income statement, statement of members' equity and statement of cash flows for such quarter.

(b) The Corporation shall also provide each Qualifying Holder with the right, upon reasonable request and during the normal business hours of the Corporation, to visit and inspect the facilities (including the books and records) of the Corporation and its Subsidiaries and meet with members of management and other Corporation personnel for the purpose of discussing the business of the Corporation and its Subsidiaries.

16. Other Provisions.

(a) With respect to any notice to a Holder required to be provided hereunder, neither failure to mail such notice, nor any defect therein or in the mailing thereof, to any particular

Holder shall affect the sufficiency of the notice or the validity of the proceedings referred to in such notice with respect to the other Holders or affect the legality or validity of any vote upon any such action (assuming due and proper notice to such other Holders). Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Holder receives the notice.

(b) Shares of Series A Preferred Stock that have been issued and reacquired by the Corporation in any manner, including shares of Series A Preferred Stock purchased or redeemed or exchanged or converted, shall (upon compliance with any applicable provisions of the Laws of Delaware) upon such reacquisition be automatically cancelled by the Corporation and shall not be reissued.

(c) All notice periods referred to herein shall commence: (i) when made, if made by hand delivery, and upon confirmation of receipt, if made by facsimile; (ii) one (1) Business Day after being deposited with a nationally recognized next-day courier, postage prepaid; or (iii) three (3) Business Days after being sent by certified or registered mail, postage prepaid. Notice to any Holder shall be given to the registered address set forth in the Corporation's records for such Holder.

(d) Any payments required to be made hereunder on any day that is not a Business Day shall be made on the next succeeding Business Day without interest or additional payment for such delay. All payments required hereunder shall be made by wire transfer of immediately available funds in United States Dollars to the Holders in accordance with the payment instructions as such Holders may deliver by written notice to the Corporation from time to time.

ANNEX A

FORM OF SERIES A CONVERTIBLE PREFERRED STOCK

FACE OF SECURITY

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS

AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THESE SECURITIES NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE FOREGOING LEGEND WILL BE REMOVED AND A NEW CERTIFICATE PROVIDED WITH RESPECT TO THESE SECURITIES UPON THE REQUEST OF THE HOLDER AFTER THE EXPIRATION OF THE APPLICABLE HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE CERTIFICATE OF INCORPORATION OF PROPETRO HOLDING CORP. (THE "CORPORATION"), INCLUDING THE CERTIFICATES OF DESIGNATIONS INCLUDED THEREIN (AS FURTHER AMENDED AND RESTATED FROM TIME TO TIME, THE "CHARTER"), THE CORPORATION IS AUTHORIZED TO ISSUE MORE THAN ONE CLASS OF STOCK OR MORE THAN ONE SERIES OF ANY CLASS AND THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OR SERIES THEREOF AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS. THE SHARES EVIDENCED BY THIS NOTICE ARE SUBJECT TO THE OBLIGATIONS AND RESTRICTIONS STATED IN, AND ARE TRANSFERABLE ONLY IN ACCORDANCE WITH, THE PROVISIONS OF THE CHARTER. THE TERMS OF THE CHARTER ARE HEREBY INCORPORATED INTO THIS CERTIFICATE BY REFERENCE.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE CORPORATION SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH CORPORATION MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Certificate Number
[_____]

[_____] Shares of
Series A Convertible Preferred Stock

SERIES A CONVERTIBLE PREFERRED STOCK
OF
PROPETRO HOLDING CORP.

PROPETRO HOLDING CORP., a Delaware corporation (the " Corporation"), hereby certifies that [_____] (the "Holder") is the registered owner of [_____] fully paid and non-assessable shares of preferred stock, par value $0.001 per share, of the Corporation designated as the Series A Convertible Preferred Stock (the "Series A Convertible Preferred Stock "). The shares of Series A Convertible Preferred Stock are transferable on the books and records of the Corporation, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series A Convertible Preferred Stock represented hereby are issued and shall in all respects be subject to the provisions of the Certificate of Incorporation dated March 8, 2017, as the same may be amended from time to time (the "Certificate of Incorporation"). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Incorporation. The Corporation will provide a copy of the Certificate of Incorporation to the Holder without charge upon written request to the Corporation at its principal place of business.

Reference is hereby made to select provisions of the Series A Convertible Preferred Stock set forth on the reverse hereof, and to the Certificate of Incorporation, which select provisions and the Certificate of Incorporation shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this certificate, the Holder is bound by the Certificate of Incorporation and is entitled to the benefits thereunder.

On the date of issuance of this certificate there is not a transfer agent and therefore no certificate from any transfer agent is required for the holder of these shares of Series A Convertible Preferred Stock to be entitled to any

benefit under the Certificate of Incorporation or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Corporation has executed this certificate this _____ day of _____, 2017.

PROPETRO HOLDING CORP.

By: _____
Name:
Title:

By: _____
Name:
Title:

REVERSE OF SECURITY

Dividends on each share of Series A Convertible Preferred Stock shall be payable, when, as and if declared by the Corporation's Board of Directors out of legally available funds or in kind as provided in the Certificate of Incorporation.

The shares of Series A Convertible Preferred Stock shall be convertible into Common Stock upon the satisfaction of the conditions and in the manner and according to the terms set forth in the Certificate of Incorporation.

The Corporation will furnish without charge to each holder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock and the qualifications, limitations or restrictions of such preferences and/or rights.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Series A Convertible Preferred Stock evidenced hereby to:

_____

_____

_____

(Insert assignee's social security or tax identification number)

_____

(Insert address and zip code of assignee)

_____

and irrevocably appoints:

agent to transfer the shares of Series A Convertible Preferred Stock evidenced hereby on the books of the Corporation. The agent may substitute another to act for him or her.

Date: _____

Signature: _____

(Sign exactly as your name appears on the other side of this Series A Convertible Preferred Stock Certificate)

Signature Guarantee: _____[1]

[1] Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union reasonably acceptable to the Corporation or meeting the requirements of any transfer agent appointed by the Corporation from time to time, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ANNEX B

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR TRANSFER OF SERIES A CONVERTIBLE PREFERRED STOCK

Re: Series A Convertible Preferred Stock (the "Series A Convertible Preferred Stock") of ProPetro Holding Corp. (the "Corporation").

This Certificate relates to shares of Series A Convertible Preferred Stock held by _____(the "Transferor"). The Transferor has requested the Corporation record the transfer of Series A Convertible Preferred Stock.

In connection with such request and in respect of such Series A Convertible Preferred Stock, the Transferor does hereby certify that the Transferor is familiar with the Certificate of Incorporation relating to the above-captioned Series A Convertible Preferred Stock and that the transfer of this Series A Convertible Preferred Stock does not require registration under the Securities Act of 1933, as amended (the "Securities Act"), because */:

☐ such Series A Convertible Preferred Stock is being acquired for the Transferor's own account without transfer;

☐ such Series A Convertible Preferred Stock is being transferred to the Corporation;

☐ such Series A Convertible Preferred Stock is being transferred to a qualified institutional buyer (as defined in Rule 144A under the Securities Act), in reliance on Rule 144A; or

☐ such Series A Convertible Preferred Stock is being transferred in reliance on and in compliance with another exemption from the registration requirements of the Securities Act (and based on an Opinion of Counsel if the Corporation so requests).

[INSERT NAME OF TRANSFEROR]

By: _____
Date: _____

*/ Please check applicable box.

Exhibit 3.3

BYLAWS

OF

PROPETRO HOLDING CORP.

ARTICLE I

Meetings of Stockholders

Section 1.01. Annual Meetings. If required by applicable law, an annual meeting of stockholders of ProPetro Holding Corp. (the "Corporation") shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors of the Corporation (the "Board of Directors") from time to time. Any other proper business may be transacted at the annual meeting. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 1.02. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called only in the manner provided in the Certificate of Incorporation of the Corporation (as the same may be amended, restated, amended and restated or otherwise modified from time to time, the "Certificate of Incorporation"). Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors.

Section 1.03. Place of Meeting. The Board of Directors or the Chairperson of the Board of Directors, as the case may be, may designate the place of meeting for any annual meeting or for any special meeting of the stockholders called by the Board of Directors or the Chairperson of the Board of Directors. If no designation is so made, the place of meeting shall be the principal executive offices of the Corporation.

Section 1.04. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, such notice shall be

---

deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

Section 1.05. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

Section 1.06. Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, at each meeting of stockholders, the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of a majority in voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. In the absence of a quorum, the presiding person at the meeting of stockholders or the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.05 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the Corporation or to another entity, if a majority of the shares or other securities entitled to vote in the election of directors, managers, general partner or other oversight board vested with the authority to direct the management of such other entity is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote shares of stock held by it in a fiduciary capacity.

Section 1.07. Organization. Meetings of stockholders shall be presided over by the Chairperson of the Board of Directors, if any, or in his or her absence by the Vice Chairperson of the Board of Directors, if any, or in his or her absence by the Chief Executive Officer, or in his or her absence by any officer, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.08. Voting; Proxies. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any

meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. At all meetings of stockholders, a stockholder may vote by proxy executed in writing (or in such manner prescribed by the General Corporation Law of the State of Delaware) by the stockholder, or by his or her duly authorized attorney in fact. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot. Unless otherwise provided in the Certificate of Incorporation, at all meetings of stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect such directors. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless a different or minimum vote is required by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.09 Notice of Business To Be Brought Before a Meeting .

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in a notice of meeting given by or at the direction of the Board of Directors, (ii) if not specified in a notice of meeting, otherwise brought before the meeting by the Board of Directors or any committee thereof or (iii) otherwise properly brought before the meeting by a stockholder of the Corporation present in person who (A) (1) was a stockholder of record of the Corporation both at the time of giving the notice provided for in this Section 1.09 and at the time of the meeting, (2) is entitled to vote at the meeting, and (3) has complied with this Section 1.09 in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"). The foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. The only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the Board of Directors, and stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders unless otherwise provided in the Certificate of Incorporation. For purposes of this

Section 1.09, "present in person" shall mean that the stockholder proposing that the business be brought before the annual meeting of the Corporation, or a qualified representative of such proposing stockholder, appear at such annual meeting. A "qualified representative" of such proposing stockholder shall be a person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders or, if such proposing stockholder is (i) a general or limited partnership, any general partner or person who functions as a general partner of the general or limited partnership or who controls the general or limited partnership, (ii) a corporation or a limited liability company, any officer or person who functions as an officer of the corporation or limited liability company or any officer,

director, general partner or person who functions as an officer, director or general partner of any entity ultimately in control of the corporation or limited liability company or (iii) a trust, any trustee of such trust. Stockholders seeking to nominate persons for election to the Board of Directors must comply with Section 1.10 and Section 1.11, and this Section 1.09 shall not be applicable to nominations except as expressly provided in Section 1.10 and Section 1.11.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the business must constitute a proper matter for stockholder action and the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 1.09. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded, be deemed to have occurred on June 1, 2017); provided, however, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not earlier than the one hundred twentieth (120^{th}) days prior to such annual meeting and not later than the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public disclosure of the date of such annual meeting was first made (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 1.09, a stockholder's notice to the Secretary shall set forth:

(i) as to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); and (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "Stockholder Information");

(ii) as to each Proposing Person, (A) the full notional amount of any securities that, directly or indirectly, underlie any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) ("Synthetic Equity Position") and that is, directly or indirectly, held or maintained by such Proposing Person with respect to any shares of any class or series of shares of the Corporation; provided that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some

future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that

such security or instrument is immediately convertible or exercisable at the time of such determination; and, provided, further, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underlie a Synthetic Equity Position held by such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer, (B) any rights to dividends on the shares of any class or series of shares of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, (C) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation, (D) any other material relationship between such Proposing Person, on the one hand, and the Corporation or any affiliate of the Corporation, on the other hand, (E) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the Corporation or any affiliate of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (F) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business, (G) a representation whether any Proposing Person, intends or is part of a group which intends (1) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal and/or (2) otherwise to solicit proxies or votes from stockholders in support of such proposal and (H) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (E) are referred to as "Disclosable Interests"); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner; and

(iii) as to each item of business that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), and (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other record or beneficial holder(s) or persons(s) who have a right to acquire beneficial ownership at any time in the future of the shares of any class or series of the Corporation or any other person or entity (including their

names) in connection with the proposal of such business by such stockholder; and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; provided, however, that the disclosures required by this paragraph (iii) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

For purposes of this Section 1.09, the term "Proposing Person" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation or associate (within the meaning of Rule 12b-2 under the Exchange Act for purposes of these Bylaws) of such stockholder or beneficial owner.

(d) A Proposing Person shall update and supplement its notice to the Corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.09 shall be true and correct as of the record date for notice of the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such

update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for notice of the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) Notwithstanding anything in these Bylaws to the contrary and subject to Section 1.10 and Section 1.11, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 1.09. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 1.09, and if he or she should so determine, he or she shall so declare at the meeting, and any such business not properly brought before the meeting shall not be transacted.

(f) This Section 1.09 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the Corporation's proxy statement. In addition to the requirements of this Section 1.09 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 1.09 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(g) For purposes of these Bylaws, "public disclosure" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Section 1.10 Notice of Nominations for Election to the Board of Directors .

(a) Nominations of any person for election to the Board of Directors at an annual meeting or at a special meeting (but, with respect to a special meeting, only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting or the Board of Directors) may be made at such meeting only (i) by or at the direction of the Board of Directors, including by any committee or persons authorized to do so by the Board of Directors or these Bylaws, or (ii) by a stockholder of the Corporation present in person (A) who was a stockholder of record of the Corporation both at the time of giving the notice provided for in this Section 1.10 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 1.10 and Section 1.11 as to such notice and nomination. For purposes of this Section 1.10, "present in person" shall mean that the stockholder proposing that the nomination be brought before the meeting of the Corporation, or a qualified representative of such stockholder, appear at such meeting. A "qualified representative" of such proposing stockholder shall be as defined in Section 1.09(a) of these Bylaws.

(b) (i) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting, the stockholder must (A) provide Timely Notice (as defined in Section 1.09(b) of these Bylaws) thereof in writing and in proper form to the Secretary of the Corporation, (B) provide the information, agreements and questionnaires with respect to such stockholder and its candidate for nomination as required to be set forth by this Section 1.10 and Section 1.11 and (C) provide any updates or supplements to such notice at the times and in the forms required by this Section 1.10 and Section 1.11.

(ii) Without qualification, if the election of directors is a matter specified in the notice of a special meeting of stockholders given by or at the direction of the person calling a special meeting, then for a stockholder to make any nomination of a person or persons for election to the Board of Directors at a special meeting, the stockholder must (A) provide timely notice thereof in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, (B) provide the information with respect to such stockholder and its candidate for nomination as required by this Section 1.10 and Section 1.11 and (C) provide any updates or supplements to such notice at the times and in the forms required by this Section 1.10. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth (120th) day prior to

such special meeting and not later than the ninetieth (90th) day prior to such special meeting or, if later, the tenth (10th) day following the day on which public disclosure (as defined in Section 1.09) of the date of such special meeting and of the nominees proposed to be elected at such meeting was first made.

(iii) In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper form for purposes of this Section 1.10, a stockholder's notice to the Secretary shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 1.09(c)(i), except that for purposes of this Section 1.10 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 1.09(c)(i));

(ii) As to each Nominating Person, (A) any Disclosable Interests (as defined in Section 1.09(c)(ii), except that for purposes of this Section 1.10 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 1.09(c)(ii) and the disclosure with respect to the business to be brought before the meeting in Section 1.09(c)(ii) shall be made with respect to the nomination of candidates for the election of directors at the meeting), (B) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to make such nomination and (C) a representation whether any Nominating Person, intends or is part of a group which intends (1) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect the nominee and/or (2) otherwise to solicit proxies or votes from stockholders in support of such nomination; and

(iii) As to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such candidate for nomination that would be required to be set forth in a stockholder's notice pursuant to this Section 1.10 and Section 1.11 if such candidate for nomination were a Nominating Person, (B) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such candidate's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates or any other participants in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant, and (D) a completed and signed questionnaire, representation and agreement as provided in Section 1.11(a).

For purposes of this Section 1.10, the term "Nominating Person" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any associate of such stockholder or beneficial owner or any other participant in such solicitation.

(d) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.10 shall be true and correct as of the record date for notice of the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for notice of the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business

days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) In addition to the requirements of this Section 1.10 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

Section 1.11. Additional Requirements For Valid Nomination of Candidates To Serve as Director and, If Elected, To Be Seated as Directors.

(a) To be eligible to be a candidate for election or re-election as a director of the Corporation at an annual or special meeting, a candidate must be nominated in the manner prescribed in Section 1.10 and the candidate for nomination, whether nominated by the Board of Directors or by a stockholder of record in accordance with Section 1.10, must have previously delivered (in accordance with the time period prescribed for delivery in a notice to such candidate given by or on behalf of the Board of Directors), to the Secretary at the principal executive offices of the Corporation, (i) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (ii) a written representation and agreement (in form provided by the Corporation) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to (1) any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question that has not be disclosed to the Corporation (a "Voting Commitment") or (2) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director that has not been disclosed therein and (C) if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect);

(b) The Board of Directors may also require any proposed candidate for nomination as a director to furnish such other information as may reasonably be requested by the Board of Directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon in order for the Board of Directors to determine the eligibility of such candidate for nomination to be an independent director of the Corporation in accordance with the Corporation's Corporate Governance Guidelines.

(c) No candidate shall be eligible for nomination as a director of the Corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in nomination has complied with Section 1.10 and this Section 1.11, as applicable. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with Section 1.10 and this Section 1.11, and if he or she should so determine, he or she shall so declare such determination at the meeting, the defective nomination shall be disregarded and any ballots cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the ballots cast for the nominee in question) shall be void and of no force or effect.

(d) Notwithstanding anything in these Bylaws to the contrary, no candidate for nomination shall be eligible to be seated as a director of the Corporation unless nominated and elected in accordance with Section 1.10 and this Section 1.11.

Section 1.12 Effect of Other Rights. Nothing in these Bylaws shall be deemed to limit the exercise, the method or timing of the exercise of, the rights of any person granted by the Corporation to nominate directors (including pursuant to the Stockholders Agreement (as defined in the Certificate of Incorporation)), which rights may be exercised without compliance with the provisions of Sections 1.10 and 1.11.

Section 1.13. Fixing Date for Determination of Stockholders of Record .

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 1.14. List of Stockholders Entitled to Vote . The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of a date that is no more than the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder as of the record date (or such other date). Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal executive offices of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only

evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.14 or to vote in person or by proxy at any meeting of stockholders.

Section 1.15. Action By Written Consent of Stockholders .

(a) Any action required or permitted to be taken at any annual or special meeting of the stockholders, subject to the next sentence, may not be effected by any consent or consents in writing by stockholders. Notwithstanding the foregoing, prior to the date the ECP Stockholders (as defined in the Stockholders Agreement) and their affiliates collectively cease to beneficially own in the aggregate at least 50% of the voting power of the outstanding shares of stock of the Corporation (the "Trigger Date"), any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if (A) a consent or consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares of the relevant class(es) or series of stock of the Corporation representing not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of stock of the Corporation then issued and outstanding (other than treasury stock) entitled to vote thereon were present and voted and (B) the action to be taken and the taking of the action by written consent are approved by the Board of Directors, including the directors designated by each of the ECP Stockholders.

(b) So long as stockholders of the Corporation have the right to act by written consent in accordance with the Certificate of Incorporation and this Section 1.15, the following provisions shall apply:

(i) Any stockholder of record seeking to have the stockholders authorize or take action by written consent shall, by written notice to the Secretary of the Corporation, request that the Board of Directors fix a record date, which notice shall include the text of any proposed resolutions.

(ii) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless written consents signed by a sufficient number of stockholders to take such action are delivered to the Corporation, in the manner required by applicable law, within sixty (60) days of the date of the earliest dated consent delivered to the Corporation in the manner required by applicable law. A written record of the information upon which the person making such determination relied shall be made and kept in the records of the proceedings of the stockholders. Any such consent shall be inserted in the minute book as if it were the minutes of a meeting of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 1.16. Inspectors of Election . The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and

to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (a) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (b) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by

applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.17. Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare at the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

Board of Directors

Section 2.01. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.02. Election; Resignation; Vacancies . The Board of Directors shall initially consist of Dale Redman, Spencer D. Armour, III, Schuyler E. Coppedge, Stephen Herman, Matthew H. Himler, and Peter L. Labbat, and following the listing of shares of the Corporation's common stock on a national securities exchange, Francesco Ciabatti, Alan E. Douglas, Christopher Leininger and Jack B. Moore will join the Board of Directors, and subject to the Stockholders Agreement, each of the aforementioned directors shall hold office until the next annual meeting of stockholders following his or her election and until his or her successor is duly elected and qualified. At the first annual meeting of the stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one (1) year or until his or her successor is duly elected and qualified, subject to such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the Corporation. Except as otherwise required by law or the Stockholders Agreement and subject to the rights of the holders of any series of preferred stock then outstanding, unless the Board of Directors otherwise determines, newly created directorships resulting from any increase in the authorized number of directors or any vacancies on the Board of Directors resulting from the death, resignation, retirement, disqualification, removal from office or other cause shall be filled only by a majority vote of the directors then in office and entitled to vote thereon, though less than a quorum, or by a sole remaining director entitled to vote thereon, and not by the stockholders. Subject to the Stockholders Agreement, any director so chosen shall hold office until the next election of directors and until his successor shall be elected and qualified. Subject to the Stockholders Agreement and any rights of the holders of any series of preferred stock to elect additional directors under specified circumstances, any director may be removed, upon the affirmative vote of the holders of at least 66-2/3% of the voting power of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the Chief Executive Officer or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.05. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of

which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.05 shall constitute presence in person at such meeting.

Section 2.06. Quorum; Vote Required for Action. At all meetings of the Board of Directors, the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the Certificate of Incorporation, these Bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07. Organization. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board of Directors, if any, or in his or her absence by the Vice Chairperson of the Board of Directors, if any, or in his or her absence by the President and Chief Executive Officer, or in his or her absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.08. Action by Unanimous Consent of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee in accordance with applicable law.

Section 2.09. Compensation of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary or other compensation (which compensation may be paid in the form of cash, equity awards or any combination thereof) as a director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings. Any director of the Corporation may decline any or all such compensation payable to such director in his or her discretion.

ARTICLE III

Committees of the Board of Directors

Section 3.01. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Subject to the Stockholders Agreement, the Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may

authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3.02. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these Bylaws.

ARTICLE IV

Officers

Section 4.01. Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies . The Board of Directors shall elect a Chief Executive Officer and Secretary, and it may, if it so determines, choose a Chairperson of the Board of Directors and a Vice Chairperson of the Board of Directors from among its members. The Board of Directors may also choose one or more Executive Vice Presidents, on or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as it shall from time to time deem necessary or desirable. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors.

Section 4.02. Powers and Duties of Officers . The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.03. Appointing Attorneys and Agents; Voting Securities of Other Entities . Unless otherwise provided by resolution adopted by the Board of Directors, the Chairperson of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer or the Secretary may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other Corporation or other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper. Any of the rights set forth in this Section 4.03 which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer or the Secretary.

ARTICLE V

Stock

Section 5.01. Certificates. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the Corporation including, but not limited to, the Chairperson or Vice Chairperson of the Board of Directors, if any, the Chief

Executive Officer, the Chief Financial Officer, the Secretary, the Treasurer, an Assistant Treasurer, or an Assistant Secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.02. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Indemnification and Advancement of Expenses

Section 6.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved (including involvement, without limitation, as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans and whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer , against all liability and loss suffered and expenses (including attorneys' fees and related disbursements, judgments, fines, excise taxes, penalties and amounts paid or to be paid in settlement) reasonably incurred by such Covered Person, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.03, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VI shall be a contract right.

Section 6.02. Advancement of Expenses. The Corporation shall, to the fullest extent not prohibited by applicable law, pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VI or otherwise.

Section 6.03. Claims. If a claim for indemnification under this Article VI (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the Covered Person or if a claim for the advancement of expenses under this Article VI is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person shall thereupon (but not before) be entitled to 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 to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 6.04. Service for Subsidiaries. Any person serving as a director, officer, partner, member, trustee, administrator, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans or other enterprise, at least 50% of whose equity interests are owned by the Corporation (a "subsidiary" for purposes of this Article VI) shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

Section 6.05. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advancement of expenses and other rights contained in this Article VI in entering into or continuing such service. The rights to indemnification and to the advancement of expenses conferred in this Article VI shall apply to claims made against an indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

Section 6.06. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.07. Other Sources. The Corporation shall (a) be the indemnitor of first resort (i.e., its obligations to a Covered Person shall be primary and any obligation of other entities or persons with respect to which a director or officer may have rights to indemnification, advancement of expenses and/or insurance for the same liability, loss or expenses incurred by such Covered Person (the "Secondary Indemnitors"), is secondary), and (b) subject always to the provisions of Section 6.02, be required to advance the full amount of expenses actually and reasonably incurred by a Covered Person and shall be liable for the full amount of all liabilities, losses and expenses as required by the terms of this Article VI, without regard to any rights a Covered Person may have against any Secondary Indemnitor. Except as set forth in this Section 6.07, the Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 6.08. Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of these Bylaws after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement of expenses is sought.

Section 6.09. Other Indemnification and Advancement of Expenses. This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

Section 6.10. Savings Clause. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and advance expenses to each person entitled to indemnification under this Article VI as to all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification and advancement of expenses is available to such person pursuant to this Article VI to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII

Miscellaneous

Section 7.01. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 7.02. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.03. Manner of Notice. Except as otherwise provided herein or permitted by applicable law, notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within 60 (sixty) days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 7.03, shall be deemed to have consented to receiving such single written notice. Notice to directors may be given by telecopier, telephone or other means of electronic transmission.

Section 7.04. Waiver of Notice of Meetings of Stockholders, Directors and Committees . Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a 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. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in a waiver of notice.

Section 7.05. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 7.06. Amendment of Bylaws. In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the DGCL or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws whether adopted by them or otherwise, without any action on the part of the stockholders. The stockholders may also make new bylaws or alter, amend or repeal the Bylaws (i) in addition to any other vote otherwise required by law, prior to the Trigger

Date, by the affirmative vote of the holders of a majority of the voting power of the outstanding shares of stock of the Corporation, and (ii) in addition to any other vote otherwise require by law, from and after the Trigger Date, by the affirmative vote of the holders of at least 66-2/3% of the voting power of the outstanding shares of stock of the Corporation.

Exhibit 5.1

811 Main Street, Suite 3700
Houston, TX 77002
Tel: +1.713.546.5400 Fax: +1.713.546.5401
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Barcelona	Moscow
Beijing	Munich
Boston	New York
Brussels	Orange County
Century City	Paris
Chicago	Riyadh
Dubai	Rome
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

March 10, 2017

ProPetro Holding Corp.
1706 S. Midkiff, Bldg. B
Midland, Texas 79701

Re: Initial Public Offering of Shares of Common Stock of ProPetro Holding Corp.

Ladies and Gentlemen:

We have acted as special counsel to ProPetro Holding Corp., a Delaware corporation (the " ***Company***"), in connection with the proposed offer and sale of up to 23,000,000 shares of common stock, par value $0.001 per share ("***Common Stock***"), up to 10,631,300 shares of which are being offered by the Company (the " ***Company Shares***") and up to 12,368,700 shares of which are being offered by certain selling stockholders of the Company (the "***Selling Stockholder Shares***," and together with the Company Shares, the " ***Shares***"). The Shares are included in a registration statement on Form S-1 under the Securities Act of 1933, as amended (the "***Act***"), initially filed with the Securities and Exchange Commission (the "***Commission***") on February 8, 2017 (Registration No. 333-215940) (as amended, the "***Registration Statement***"). The term "Shares" shall include any additional shares of Common Stock registered by the Company pursuant to Rule 462(b) under the Act in connection with the offering contemplated by the Registration Statement. This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related Prospectus, other than as expressly stated herein with respect to the issuance of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware (the "***DGCL***"), and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

---

1. When the Company Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers and have been issued by the Company against payment therefor (not less than par value) in the circumstances contemplated by the form of underwriting agreement most recently filed as an exhibit to the Registration Statement, the issue and sale of the Company Shares will have been duly authorized by all necessary corporate action of the Company, and the Company Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the DGCL.

2. The Selling Stockholder Shares have been duly authorized by all necessary corporate action of the

Company and are validly issued, fully paid and nonassessable.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Registration Statement dated March 10, 2017 and to the reference to our firm in the Prospectus under the heading "Legal Matters." We further consent to the incorporation by reference of this letter and consent into any registration statement filed pursuant to Rule 462(b) with respect to the Shares. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP