

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (date of earliest event reported): March 13, 2020

ProPetro Holding Corp.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-38035
(Commission File Number)

26-3685382
(I.R.S. Employer
Identification No.)

1706 S. Midkiff, Bldg. B
Midland, TX
(Address of principal executive offices)

79701
(Zip Code)

Registrant's telephone number, including area code: (432) 688-0012

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	PUMP	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departures of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Phillip A. Gobe

On March 13, 2020, Phillip A. Gobe was appointed as Chief Executive Officer of ProPetro Holding Corp. (the “Company” or “ProPetro”) and will no longer serve as the Company’s Executive Chairman. In connection with that appointment, Mr. Gobe will continue to serve as the Company’s principal executive officer (as contemplated by Rule 13a-14 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) and also continue to serve as the Chairman of the board of directors of the Company (the “Board”), a position he has held since July 11, 2019.

There are no arrangements or understandings between Mr. Gobe and any other persons pursuant to which he was selected to serve as the Company’s Chief Executive Officer. There are no family relationships between Mr. Gobe and any director or executive officer of the Company, and Mr. Gobe has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Gobe will receive an annualized base salary of \$800,000 and will be eligible (i) to receive an annual cash bonus with a target value of 100% of his base salary under the Amended and Restated ProPetro Holding Corp. Senior Executive Incentive Bonus Plan (the “Bonus Plan”) (adjusted for 2020 to reflect his position, duties and compensation prior to and following his appointment as Chief Executive Officer), (ii) to participate in the ProPetro Services, Inc. Executive Severance Plan (the “Executive Severance Plan”) as a “Tier 1 Executive” (as defined in the Executive Severance Plan) and (iii) to participate in those benefit plans and programs of the Company available to similarly situated executives. Mr. Gobe also received an equity award consisting of performance share units (“PSUs”) with a grant date target value of approximately \$1,320,000 and restricted stock units (“RSUs”) with a grant date value of approximately \$880,000, in each case, under the ProPetro Holding Corp. 2017 Incentive Award Plan (the “Incentive Plan”) in connection with his appointment as Chief Executive Officer of the Company.

Dale Redman

On March 13, 2020, Dale Redman informed the Board of his intent to resign from his position as the Chief Executive Officer and as a member of the Board, effective March 13, 2020 (the “Redman Separation Date”). Mr. Redman did not resign as a result of any disagreement with the Company on any matter related to the Company’s operations, policies or practices. In connection with his resignation, on March 13, 2020, the Company and Mr. Redman entered into a separation agreement and release (the “Separation Agreement”) pursuant to which, among other things, Mr. Redman (i) acknowledged his resignation from employment with the Company as of the Redman Separation Date; (ii) agreed to additional restrictive covenants that result in a total of a five-year non-competition and non-solicitation obligation (an increase from the one-year non-competition and three-year non-solicitation obligation set forth in the Employment Agreement by and between Mr. Redman and the Company dated April 17, 2013 and in the award agreements documenting Mr. Redman’s equity awards under the Incentive Plan); and (iii) executed a release of claims in favor of the Company.

Mr. Redman will receive the following severance payments and benefits:

- the value of all earned but unpaid base salary and accrued but unused vacation as of the Redman Separation Date;
- an extension of the exercise period applicable to the stock options granted under the Stock Option Plan of ProPetro Holding Corp. (the “Option Plan”) and the Incentive Plan (together with the Option Plan, the “Equity Plans”) that are vested and outstanding as of the Redman Separation Date (the “Redman Vested Options”) such that the Redman Vested Options will remain exercisable until the one-year anniversary of the Redman Separation Date;
- the ability to exercise the Redman Vested Options using a “cashless exercise” during the exercise period such that Mr. Redman does not have to deliver any cash to exercise the Redman Vested Options but the number of shares of the Company’s common stock, par value \$0.001 (“Stock”) delivered by the Company upon the exercise of the Redman Vested Options shall be reduced by the number of shares of Stock equal in value to the applicable exercise price and the associated tax withholding; and
- full reimbursement for the cost of continuation coverage for Mr. Redman, his spouse and eligible dependents under the Company’s group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) for the 18-month period following the Redman Separation Date, or, if earlier, the date that Mr. Redman becomes covered under the group health plan of another employer.

The foregoing description of the Separation Agreement is not complete and is qualified in its entirety to the full text of the Separation Agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Jeffrey D. Smith

On March 13, 2020, Jeffrey D. Smith was appointed as a Special Advisor to the Chief Executive Officer and will no longer serve as the Chief Administrative Officer or an executive officer of the Company. Effective as of March 13, 2020, the Company and Mr. Smith entered into a letter agreement (the "Smith Letter Agreement") memorializing the terms of his role and related matters. Pursuant to the terms of the Smith Letter Agreement, Mr. Smith shall continue to receive an annualized base salary of \$425,000 but the Compensation Committee of the Board does not anticipate Mr. Smith receiving any future awards under the Incentive Plan in his new role. Mr. Smith will no longer be eligible to receive an annual cash bonus under the Bonus Plan, including for the 2020 fiscal year. In addition, the Smith Letter Agreement terminated the Employment Agreement by and between Mr. Smith and the Company dated April 17, 2013 (the "Smith Employment Agreement"), effective as of March 13, 2020, except that the restrictive covenants set forth in Section 6 of the Smith Employment Agreement shall continue in full force and effect.

In addition, the Smith Letter Agreement provides Mr. Smith with the following benefits in exchange for his agreement to additional restrictive covenants that result in a total of a five-year non-competition and non-solicitation obligation (an increase from the one-year non-competition and three-year non-solicitation obligation set forth in the Smith Employment Agreement and in the award agreements documenting Mr. Smith's equity awards under the Incentive Plan):

- an extension of the exercise period applicable to the stock options granted under the Option Plan that are vested and outstanding as of the date of Mr. Smith's "Termination of Employment" (as defined in the Option Plan) (the "Smith Extended Options") such that the Smith Extended Options remain exercisable until the one-year anniversary of the date of Mr. Smith's Termination of Employment; and
- "cashless exercise" of the stock options granted under the Equity Plans that are outstanding as of March 13, 2020 (the "Smith Vested Options") within the exercise periods described in the applicable award agreements and the Equity Plans (as modified by the Smith Letter Agreement for the Smith Extended Options) such that Mr. Smith does not have to deliver any cash to exercise the Smith Vested Options but the number of shares of Stock delivered by the Company upon the exercise of the Smith Vested Options shall be reduced by the number of shares of Stock equal in value to the applicable exercise price and the associated tax withholding.

The foregoing description of the Smith Letter Agreement is not complete and is qualified in its entirety to the full text of the Smith Letter Agreement, which is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Executive Severance Plan

On March 13, 2020, the Board adopted the Executive Severance Plan, pursuant to which certain officers of the Company are eligible to receive severance payments and benefits, as described in more detail below. Additionally, on March 13, 2020, Phillip Gobe entered into a participation agreement (the "Gobe Participation Agreement") pursuant to the Executive Severance Plan in which he (i) agreed to terminate his letter agreement with the Company, dated October 3, 2019 (the "Gobe Letter Agreement"), provided that certain confidentiality and non-disclosure covenants included in the Gobe Letter Agreement will survive such termination and (ii) became eligible to receive the severance benefits provided for under the Executive Severance Plan, pursuant to the terms and conditions of the Executive Severance Plan.

Participants in the Executive Severance Plan are classified as either a "Tier 1 Executive," "Tier 2 Executive" or "Tier 3 Executive" (each as defined in the Executive Severance Plan) and will be eligible to receive varying benefits based upon their classification in the event of certain terminations of employment as described below. Currently, Mr. Gobe is the only participant in the Executive Severance Plan classified as a Tier 1 Executive.

Upon a termination without "Cause" or a resignation for "Good Reason" (each as defined in the Executive Severance Plan), participants in the Executive Severance Plan will be eligible to receive the following benefits:

- a lump sum cash payment equal to 2.0 (for Tier 1 Executives), 1.5 (for Tier 2 Executives) or 1.0 (for Tier 3 Executives) times the sum of the participant's (i) annualized base salary then in effect and (ii) target annual bonus for the year in which the termination occurred;
- any earned but unpaid bonus for the year preceding the year of termination based on the Company's actual performance, paid at the time such bonuses are paid to all other executives; and
- Reimbursement for a portion of the cost of continuation coverage for the participant and his or her spouse and eligible dependents under the Company's group health plans pursuant to COBRA for 12 months (or 18 months for Tier 1 Executives), unless such coverage is earlier terminated in accordance with the terms of the Executive Severance Plan.

Upon a termination without Cause or a resignation for Good Reason within 12 months following a "Change in Control" (as defined in the Executive Severance Plan), participants in the Executive Severance Plan will be eligible to receive the following benefits:

- a lump sum cash payment equal to 3.0 (for Tier 1 Executives), 2.0 (for Tier 2 Executives) or 1.5 (for Tier 3 Executives) times the sum of the participant's (i) annualized base salary then in effect and (ii) target annual bonus as in effect immediately prior to the Change in Control;
- any earned but unpaid bonus for the year preceding the year of termination based on the Company's actual performance, paid at the time such bonuses are paid to all other executives;
- a lump sum cash payment equal to a prorated target bonus for the year of termination based on days of service during the applicable calendar year; and
- full reimbursement of the cost of continuation coverage for the participant and his or her spouse and eligible dependents under the Company's group health plans pursuant to the COBRA, for 12 months (or 18 months for Tier 1 Executives), unless such coverage is earlier terminated in accordance with the terms of the Executive Severance Plan.

Additionally, if a participant's employment with the Company terminates as a result of his or her death or "Disability" (as defined in the Executive Severance Plan), then the participant will be eligible to receive the following benefits:

- any earned but unpaid bonus for the year preceding the year of termination based on the Company's actual performance, paid at the time such bonuses are paid to all other executives; and
- a lump sum cash payment equal to a prorated target bonus for the year of termination based on days of service during the applicable calendar year.

In order to receive any of the foregoing severance benefits under the Executive Severance Plan, a participant must timely execute (and not revoke) a release of claims in favor of the Company and its affiliates. Further, the Executive Severance Plan requires continued compliance with certain confidentiality, non-solicitation and non-disparagement covenants. If the severance benefits under the Executive Severance Plan would trigger an excise tax for a participant under Section 4999 or Section 280G of the Internal Revenue Code of 1986, as amended, the Executive Severance Plan provides that the participant's severance benefits will be reduced to a level at which the excise tax is not triggered, unless the participant would receive a greater amount without such reduction after taking into account the excise tax and other applicable taxes.

The foregoing description of the Executive Severance Plan and the participation agreements thereunder is not complete and is qualified in its entirety by reference to the full text of the Executive Severance Plan, the form of participation agreement for the Executive Severance Plan and the Gobe Participation Agreement, which are attached as Exhibits 10.3, 10.4 and 10.5 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

Item 7.01 Regulation FD Disclosure.

On March 16, 2020, the Company issued a press release announcing the management changes discussed herein. A copy of the press release is furnished as Exhibit 99.1 hereto.

The information furnished with this report, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference into any other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

In connection with performing additional procedures to position the Company's principal executive and principal financial officers to be in a position to certify the Company's future filings with the Securities and Exchange Commission ("SEC"), the Company discovered that its former chief executive officer entered into a pledge agreement covering all of the Company's common stock owned by him at that time as collateral for a personal loan in January 2017, in violation of the shareholders agreement then in place, and the Company believes the pledge agreement remains in effect. This pledge was not appropriately disclosed to the Company and therefore was not disclosed in the Company's prior SEC filings that included management share ownership. The Company's former chief executive officer sold 370,370 shares of the Company's common stock in the Company's initial public offering in March 2017. The Company formally adopted its Insider Trading Compliance Policy ("Insider Trading Policy") in March 2017, which prohibits pledging the Company's securities as collateral to secure loans. The Company also believes that, in 2018 in connection with another personal loan, its former chief executive officer executed a share pledge that was subsequently replaced with a negative pledge with respect to all of the Company's common stock owned by him at that time or acquired thereafter and engaged in other inappropriate conduct in connection with these personal loans. The Company also believes that it did not appropriately disclose the 2018 pledge in the Company's prior SEC filings that included management share ownership.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit Number	Description of Exhibit
<u>10.1</u>	<u>Separation Agreement and Release, dated March 13, 2020, by and between Dale Redman and ProPetro Holding Corp.</u>
<u>10.2</u>	<u>Letter Agreement, dated March 13, 2020, by and between Jeffrey D. Smith and ProPetro Holding Corp.</u>
<u>10.3</u>	<u>ProPetro Services, Inc. Executive Severance Plan.</u>
<u>10.4</u>	<u>Form of Participation Agreement pursuant to the ProPetro Services, Inc. Executive Severance Plan.</u>
<u>10.5</u>	<u>Participation Agreement pursuant to the ProPetro Services, Inc. Executive Severance Plan, between Phillip A. Gobe and ProPetro Services, Inc., dated March 13, 2020.</u>
<u>99.1</u>	<u>Press release dated March 16, 2020</u>

SIGNATURES

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

PROPETRO HOLDING CORP.

Date: March 16, 2020

By: /s/ Darin G. Holderness
Darin G. Holderness
Interim Chief Financial Officer

SEPARATION AGREEMENT AND RELEASE

This SEPARATION AGREEMENT AND RELEASE (this “*Agreement*”) is entered into by and between ProPetro Holding Corp., a Delaware corporation (the “*Company*”), and Dale Redman (“*Redman*”). Redman and the Company are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, Redman resigned his employment without Good Reason (as defined under that certain Employment Agreement between the Parties dated March 4, 2013, i.e. the “*Employment Agreement*”) with the Company effective as of March 13, 2020 (the “*Separation Date*”);

WHEREAS, the Parties wish for Redman to receive certain benefits in connection with his separation as set forth in this Agreement, which benefits are conditioned upon Redman's timely execution of and compliance with the terms of this Agreement;

WHEREAS, Redman acknowledges and agrees that he has valid, binding, and enforceable continuing obligations to the Company and each of its Affiliates, including obligations with respect to non-competition and non-solicitation, and the Parties desire to extend the duration of certain obligations for the consideration set forth herein;

WHEREAS, Redman recognized that there is a significant issue as to whether he is entitled to retain the Vested Options (as defined below); and

WHEREAS, the Parties wish to resolve any and all claims or causes of action that Redman may have against the Company, including any claims or causes of action that Redman may have arising out of Redman's employment or end of such employment.

NOW, THEREFORE, in consideration of the promises and benefits set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Redman and the Company, the Parties agree as follows:

1. **Separation from Employment; Deemed Resignations.** The Parties acknowledge and agree that as of the Separation Date, Redman was no longer employed by the Company or any other Company Party. The Parties further acknowledge and agree that, as of the Separation Date, Redman was automatically deemed to have resigned, to the extent applicable, (i) as an officer of the Company and each of its Affiliates (as defined below) for which Redman served as an officer, (ii) from the board of directors or board of managers (or similar governing body) of the Company and each of its Affiliates for which Redman served as a director or manager, and (iii) from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity, or other entity in which the Company or any of its Affiliates holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Redman served as the Company's or such other subsidiary's member's designee or other representative.

2. **Separation Benefit.** Within seven (7) days following the Separation Date, the Company or one of its Affiliates will pay Redman (i) all base salary earned through the Separation Date but unpaid as of such date and (ii) the value of all paid time off accrued but unused as of the Separation Date (the "**Accrued Obligations**"). In addition, provided that Redman (a) executes this Agreement and returns a signed copy of it to the Company, care of Newton W. Wilson III, ProPetro Holding Corp., 1706 S. Midkiff, Bldg. B, Midland, Texas 79701 (e-mail: trey.wilson@propetro.com), by March 13, 2020 and (b) satisfies the other terms and conditions set forth in this Agreement, Redman shall receive the following consideration:

(a) Prior to the Separation Date, the exercise period applicable to Redman's stock options granted under the Stock Option Plan of ProPetro Holding Corp. and the ProPetro Holding Corp. 2017 Incentive Award Plan (collectively, the "**Incentive Unit Award Plans**") that have become vested and are outstanding as of the Separation Date (the "**Vested Options**") shall be extended such that the Vested Options shall not be forfeited or cancelled upon the ninety-first (91st) day following the Separation Date pursuant to the terms of the Equity Plans but, instead, shall remain outstanding and exercisable until the one-year anniversary of the Separation Date, and the Company shall permit such exercise to be consummated as a "cashless exercise" such that Redman is not required to deliver any cash to exercise the options but the number of shares of the Company's common stock, par value \$0.001 ("**Stock**"), delivered by the Company to Redman upon exercise shall be reduced by a number shares of Stock with a fair market value equal to the aggregate exercise price of the Vested Options and associated tax withholding; and

(b) During the portion of the eighteen (18) months following the Separation Date (the "**COBRA Period**"), if any, that Redman elects to continue coverage for Redman and Redman's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company shall promptly reimburse Redman for the amount Redman pays to effect and continue such coverage, less applicable taxes and withholdings (the "**COBRA Benefit**"). Each payment of the COBRA Benefit shall be paid to Redman on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Redman submits to the Company documentation of the applicable premium payment having been paid by Redman, which documentation shall be submitted by Redman to the Company within 30 days following the date on which the applicable premium payment is paid. Redman shall be eligible to receive such reimbursement payments until the earliest of: (i) the last day of the COBRA Period; (ii) the date Redman is no longer eligible to receive COBRA continuation coverage; or (iii) the date on which Redman becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Redman); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Redman's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage.

Redman acknowledges and agrees that he is not otherwise entitled to the consideration described in this Section 2, and such consideration represents the entirety of the amounts Redman is eligible to receive as severance compensation from the Company or any other Company Party, including under the Incentive Award Plans and the Employment Agreement. Redman specifically acknowledges that he will automatically forfeit any outstanding equity awards granted under the Incentive Award Plans, including stock options, restricted stock units, and performance stock units, that are unvested as of the Separation Date and that such awards will terminate automatically without any further action by the Company and at no cost to the Company immediately following his termination of employment with the Company and its Affiliates (as defined below). For the avoidance of doubt, no awards granted under the Incentive Award Plans will vest as a result of, or in connection with, Redman's termination of employment. Redman acknowledges that he is aware of the ongoing obligations he may have under the Company's Insider Trading Policy, applicable securities laws and any other applicable requirements related to any trading in the Company's securities.

Notwithstanding anything in this Agreement, Redman acknowledges and agrees that if Redman fails to comply with his ongoing obligations to the Company, including those in Sections 5-7 of this Agreement, then (i) any unexercised Vested Options shall immediately be forfeited and cancelled upon notice from the Company and may not be exercised at any point and (ii) Redman shall pay to the Company the fair market value of any Stock acquired through the exercise of the Vested Options.

3. **Complete Release of Claims**

(a) In exchange for the consideration received by Redman herein, which consideration Redman was not entitled to but for Redman's entry into this Agreement, Redman hereby releases, discharges and forever acquits the Company and its Affiliates (as defined below) and subsidiaries, and each of the foregoing entities' respective past, present and future members, partners (including general partners and limited partners), directors, trustees, officers, managers, employees, agents, attorneys, heirs, legal representatives, insurers, benefit plans (and their fiduciaries, administrators and trustees), and the successors and assigns of the foregoing, in their personal and representative capacities (collectively, the "**Company Parties**"), from liability for, and hereby waives, any and all claims, damages, or causes of action of any kind related to Redman's ownership of any interest in any Company Party, Redman's employment with any Company Party, the termination of such employment, and any other acts or omissions related to any matter occurring on or prior to the date that Redman executes this Agreement, including (i) any alleged violation through such date of: (A) any federal, state or local anti-discrimination law or anti-retaliation law, regulation or ordinance including Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended and the Americans with Disabilities Act of 1990, as amended; (B) the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (C) the Immigration Reform Control Act, as amended; (D) the National Labor Relations Act, as amended; (E) the Occupational Safety and Health Act, as amended; (F) the Family and Medical Leave Act of 1993; (G) the Texas Labor Code (specifically including the Texas Payday Law, the Texas Anti-Retaliation Act, Chapter 21 of the Texas Labor Code, and the Texas Whistleblower Act); (H) any federal, state or local wage and hour law; (I) any other local, state or federal law, regulation or ordinance; or (J) any public policy, contract, tort, or common law claim; (ii) any allegation for costs, fees, or other expenses including attorneys' fees incurred in or with respect to a Released Claim; (iii) any and all rights, benefits or claims Redman may have under any employment contract, incentive compensation plan, or equity-based plan with any Company Party (including any award agreement) or to any ownership interest in any Company Party; and (iv) any claim for compensation or benefits of any kind not expressly set forth in this Agreement (collectively, the "**Released Claims**"); provided, however, that the Released Claims do not include any of Redman's rights to indemnity and/or insurance coverages as described in Section 8 below. This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Redman is simply agreeing that, in exchange for any consideration received by him pursuant to Section 2, any and all potential claims of this nature that Redman may have against the Company Parties, regardless of whether they actually exist, are expressly settled, compromised and waived. Notwithstanding the foregoing, the Released Claims do not include any existing rights to indemnification and advancement of expenses incurred in connection with the same that Redman has under Delaware law or any agreement with the Company. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE COMPANY PARTIES.**

For purposes of this Agreement, “*Affiliate*” shall mean, with respect to any Person (as defined below), any other Person directly or indirectly controlling, controlled by, or under common control with, such Person where “control” shall have the meaning given such term under Rule 405 of the Securities Act of 1933, as amended from time to time. For purposes of this Agreement, “*Person*” shall mean any individual, natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company, or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization, or other entity of any nature.

(b) Notwithstanding this release of liability, nothing in this Agreement prevents Redman from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission (“*EEOC*”) or comparable state or local agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or comparable state or local agency or cooperating in any such investigation or proceeding; however, Redman understands and agrees that Redman is waiving any and all rights to recover any monetary or personal relief or recovery from a Company Party as a result of such EEOC or comparable state or local agency or proceeding or subsequent legal actions. Further, nothing in this Agreement prohibits or restricts Redman from filing a charge or complaint with, or cooperating in any investigation with, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other securities regulatory agency or authority (each, a “*Government Agency*”). This Agreement does not limit Redman's right to receive an award for information provided to a Government Agency. Further, in no event shall the Released Claims include (i) any claim which arises after the date that this Agreement is executed by Redman or (ii) any claim to vested benefits under an employee benefit plan. Finally, the Released Claims shall not include the Company's obligations or Redman's rights under the Indemnification Agreement dated February 26, 2019 between the Company and Redman, which shall continue in full force and effect notwithstanding the execution of this Agreement.

(c) Redman hereby represents and warrants that, as of the time Redman executes this Agreement, Redman has not brought or joined any lawsuit or filed any charge or claim against any of the Company Parties in any court or before any Government Agency or arbitrator for or with respect to a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Redman signs this Agreement. Redman warrants and represents that (i) he is the sole owner of each and every claim, cause of action, and right compromised, settled, released or assigned pursuant to Section 3 of this Agreement and has not previously assigned, sold, transferred, conveyed, or encumbered same; (ii) he has the full right, power, capacity, and authority to enter into and execute this Agreement; and (iii) he fully understands this Agreement releases any and all past claims regardless of whether he is now aware of such claims.

4. **Redman's Representations.**

(a) Redman represents that Redman has no disagreements with the Company on any matter relating to the Company's operations, policies or practices.

(b) Other than the Accrued Obligations, which shall be paid within seven (7) days following the Separation Date, Redman represents that Redman has received all leaves (paid and unpaid) that Redman was owed or could be owed by the Company and each of the other Company Parties and Redman has received all salary, bonuses and other compensation that Redman has been owed by the Company Parties as of the date that Redman executes this Agreement.

(c) By executing and delivering this Agreement, Redman expressly acknowledges that:

(i) Redman has carefully read this Agreement;

(ii) Redman has had sufficient time to consider this Agreement before the execution and delivery hereof to the Company;

(iii) Redman has been advised, and hereby is advised in writing, to discuss this Agreement with an attorney of Redman's choice and that Redman has had adequate opportunity to do so prior to executing this Agreement;

(iv) Redman is receiving, pursuant to this Agreement, consideration in addition to anything of value to which he is already entitled, and Redman is not otherwise entitled to the consideration set forth in this Agreement, but for his entry into this Agreement;

(v) Redman is not aware of any material act or omission on the part of any Company employee (including Redman), director or agent that may have violated any applicable law or regulation or otherwise exposed the Company or any other Company Party to any liability, whether criminal or civil, whether to any government, individual, shareholder or other entity that Redman has not previously communicated to the Company.

(vi) Redman fully understands the final and binding effect of this Agreement; the only promises made to Redman to sign this Agreement are those stated herein; and Redman is signing this Agreement knowingly, voluntarily and of Redman's own free will, and that Redman understands and agrees to each of the terms of this Agreement;

(vii) The only matters relied upon by Redman and causing Redman to sign this Agreement are the provisions set forth in writing within the four corners of this Agreement; and

(viii) No Company Party has provided any tax or legal advice regarding this Agreement and Redman has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Redman's own choosing such that Redman enters into this Agreement with full understanding of the tax and legal implications thereof.

5. **Affirmation of Restrictive Covenants** Redman acknowledges and agrees that he has continuing obligations to the Company and each of its Affiliates, including obligations with respect to confidentiality, non-competition, non-solicitation, and non-disparagement, pursuant to the Employment Agreement, stock option agreement, the restricted stock unit agreements, and the performance restricted stock unit agreements under the ProPetro Holding Corp. 2017 Incentive Award Plan, which Redman acknowledges are valid, binding, and enforceable.

6. **Additional Restrictive Covenants**

(a) In addition to the existing restrictive covenants described in Section 5, Redman hereby agrees that Redman shall not at any time during the Additional Noncompetition Restricted Period (as defined below), directly or indirectly engage in, have any interest in (including without limitation, through the investment of capital or lending of money or property), or manage, operate or otherwise render any services to, any Person (whether on his own or in association with others, as a principal, director, officer, employee, agent, representative, partner, member, security holder, consultant, advisor, independent contractor, owner, investor, participant, or in any other capacity) that engages in (either directly or through any subsidiary or Affiliate thereof) any business or activity, within any of the states or territories within the United States or any other country, territory or state in which the Company or any of its subsidiaries operate, (i) that creates, designs, invents, engineers, develops, sources, markets, manufactures, distributes or sells any product or provides any service that may be used as a substitute for or otherwise competes with any product or service of the Company or any entity owned by the Company, or (ii) which the Company or any of its Affiliates has taken active steps to engage in or acquire, but only if Redman directly or indirectly engages in, has any interest in (including, without limitation, through the investment of capital or lending of money or property), or manages, operates or otherwise renders any services in connection with, such business or activity (whether on his own or in association with others, as a principal, director, officer, employee, agent, representative, partner, member, security holder, consultant, advisor, independent contractor, owner, investor, participant or in any other capacity). Notwithstanding the foregoing, Redman shall be permitted to acquire a passive stock or equity interest in such business; provided that such stock or other equity interest acquired is not more than five percent (5%) of the outstanding interest in such business. The ***Additional Noncompetition Restricted Period*** shall mean the period from the first (1st) anniversary of the Separation Date through the fifth (5th) anniversary of the Separation Date.

(b) In addition to the existing restrictive covenants described in Section 5, Redman hereby agrees that Redman shall not at any time during the Additional Nonsolicitation Restricted Period (as defined below), directly or indirectly, either for himself or on behalf of any other Person, (i) recruit or otherwise solicit or induce any employee, customer or supplier of the Company to terminate its employment or arrangement with the Company, or otherwise change its relationship with the Company, or (ii) hire, or cause to be hired, any person who was employed by the Company at any time during the twelve (12)-month period immediately prior to the Separation date or who thereafter becomes employed by the Company. The ***Additional Nonsolicitation Restricted Period*** shall mean the period from the third (3rd) anniversary of the Separation Date through the fifth (5th) anniversary of the Separation Date.

7. **Non-Disparagement.** Redman shall refrain from publishing any oral or written statements about the Company, any Company Party or any of their respective directors, officers, employees, consultants, agents, or representatives that (a) are slanderous, libelous, or defamatory, (b) disclose confidential information of or regarding the Company's or any Company Party's business affairs, directors, officers, managers, members, employees, consultants, agents, or representatives, or (c) place the Company, any Company Party, or any of their respective directors, officers, managers, members, employees, consultants, agents, or representatives in a false light before the public. Nothing herein limits Redman from cooperating with any investigation by any Government Agency. Conversely, the Company will instruct its officers and directors to refrain from making any oral or written statements about Redman that are not privileged internal company discussions and are (a) slanderous, libelous or defamatory, (b) are otherwise likely to damage the personal or professional reputation of Redman or (c) place him in a false light before the public. Nothing herein limits the Company, its officers, directors or employees from cooperating with any investigation by any Government Agency; from making any disclosure necessary or appropriate under applicable securities laws; or from making any truthful statement required by law or legal process or advocacy.

8. **Indemnification and Insurance.** To the fullest extent permitted by applicable law, Redman's (i) rights to indemnification under the Company's organizational documents and the Indemnification Agreement dated February 26, 2019 between the Company and Redman and (ii) rights to coverage under the Company's directors and officers insurance policy shall continue in accordance with their terms and not be impacted by the execution of this Agreement.

9. **No Waiver.** No failure by any Party hereto at any time to give notice of any breach by any other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

10. **Applicable Law.** This Agreement and is entered into under, and shall be governed for all purposes by, the laws of the State of Texas without reference to the principles of conflicts of law thereof.

11. **Severability.** To the extent permitted by applicable law, the Parties agree that any term or provision (or part thereof) of this Agreement that renders such term or provision (or part thereof) or any other term or provision of this Agreement (or part thereof) invalid or unenforceable in any respect shall be modified to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties' bargain hereunder.

12. **Arbitration.** Any dispute or controversy based on, arising under or relating to this Agreement shall be settled exclusively by final and binding arbitration, conducted before a single neutral arbitrator in Houston, Texas in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (the “AAA”) then in effect. Arbitration may be compelled, and judgment may be entered on the arbitration award in any court having jurisdiction provided, however, that the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of (a) the restrictive covenants described in Sections 5 and 6 of this Agreement, or (b) Section 7 of this Agreement, and Redman hereby consents that such restraining order or injunction may be granted without requiring the Company to post a bond. Only individuals who are (i) lawyers engaged full-time in the practice of law and (ii) on the AAA roster of arbitrators shall be selected as an arbitrator. Within 20 days of the conclusion of the arbitration hearing, the arbitrator shall prepare written findings of fact and conclusions of law. Each party shall bear its own costs and attorneys’ fees in connection with an arbitration; provided that the Company shall bear the cost of the arbitrator and the AAA’s administrative fees.

13. **Continued Cooperation.** Following the Separation Date, Redman will provide the Company and, as applicable, the other Company Parties, with assistance, when reasonably requested by the Company, with respect to any matters related to Redman’s job responsibilities and otherwise providing information Redman obtained during the provision of the duties Redman performed for the Company and the other Company Parties, subject to reimbursement of Redman’s reasonable expenses incurred in complying with such requests for assistance.

14. **Reasonable Assistance with Claims.** Redman shall provide reasonable assistance to the Company and any other Company Party and its counsel in any litigation or human resources matters in which Redman may be a witness or potential witness or with respect to which Redman may have knowledge of relevant facts or evidence, subject to reimbursement of Redman’s reasonable expenses incurred in complying with such requests for assistance.

15. **Replacement of Pledged Shares.** Redman agrees that, within thirty (30) days of the Separation Date, he will either (i) pledge shares of the Company’s stock to Vista Bank as collateral for the Promissory Note between Redman and Vista Bank dated January 18, 2017 (the “Promissory Note”), as further amended to date, as replacement for any shares that were previously pledged as collateral for the Promissory Note and subsequently sold, or (ii) obtain a release of from Vista Bank of any lien or security interest with respect to the shares previously pledged as collateral for the Promissory Note. Redman further agrees to provide evidence to the Company of either the replacement pledge or the release from Vista Bank within thirty (30) days of the Separation Date.

16. **Counterparts.** This Agreement may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

17. **Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Company and each other Company Party that is not a signatory hereto, as each other Company Party that is not a signatory hereto shall be a third-party beneficiary of Redman’s release of claims, representations and covenants set forth in this Agreement.

18. **Section 409A.** Notwithstanding anything herein to the contrary: (i) Redman's termination of employment on the Separation Date is intended to constitute a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations and (ii) it is the intent of the Parties that none of the amounts payable under this Agreement constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "**Section 409A**"). Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Redman on account of non-compliance with Section 409A.

19. **Amendment: Entire Agreement.** This Agreement may not be changed orally but only by an agreement in writing agreed to and signed by Redman and the Company. This Agreement, the Employment Agreement, and Incentive Award Plans and constitute the entire agreement of the Parties with regard to the subject matters hereof. Notwithstanding the foregoing, this Agreement complement and are in addition to (and do not supersede or replace) any other agreements between the Company or any of its Affiliates and Redman that impose restrictions on Redman with regard to confidentiality, non-competition, non-solicitation, or non-disparagement (including the agreements referenced in Section 5 above).

There are no oral agreements between Redman and the Company. No promises or inducements have been offered except as set forth in this Agreement. Redman and the Company acknowledge that, in executing this Agreement, neither Party has relied upon any representations or warranties of any other Party. No promise or agreement which is not expressed in this Agreement and has been made by the Company to Redman or by Redman to the Company in executing this Agreement. Each Party agrees that any omissions of fact concerning the matters covered by this Agreement are of no consequence in the decision to execute this Agreement.

20. **Interpretation.** The Section headings in this Agreement have been inserted for purposes of convenience and shall not be used for interpretive purposes. The words "herein", "hereof", "hereunder," and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items, or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." References herein to any agreement, instrument, or other document mean such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement. No provision, uncertainty or ambiguity in or with respect to this Agreement shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

21. **Return of Property.** Redman acknowledges and agrees that he will return to the Company all documents, files (including electronically stored information), and other materials constituting or reflecting confidential or proprietary information of the Company or any other Company Party, and any other property belonging to the Company or any other Company Party, including all computer files, electronically stored information, and other materials, and Redman shall not maintain a copy of any such materials in any form. Redman further acknowledges and agrees that he will continue to maintain and preserve all documents, computer files, electronically stored information, mobile data, or other materials as described in the legal preservation notices issued by the Company as of the date of this Agreement; provided, however, that Redman's counsel shall be entitled to retain such documents, files (including electronically stored information), or other materials containing proprietary, confidential or other information about the Company to the extent reasonably required for Redman's defense in any civil litigation, administrative, regulatory or other governmental proceeding involving Redman, subject to the obligations of any confidentiality agreement or order covering such materials. To the extent Redman has had or continues to have any personal expenses reimbursed by the Company, Redman will compensate the Company for those amounts.

22. **Assignment.** This Agreement is personal to Redman and may not be assigned by Redman. The Company may assign its rights and obligations under this Agreement without Redman's consent, including to any other Company Party and to any successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth beneath their signatures below.

PROPETRO HOLDING CORP.

By: /s/ Phillip A. Gobe

Name: Phillip A. Gobe

Title: Chief Executive Officer and Chairman of the Board

Date: March 13, 2020

DALE REDMAN

By: /s/ Dale Redman

Name: Dale Redman

Date: March 12, 2020

Signature Page to Separation Agreement and Release



March 13, 2020

Jeffrey D. Smith
6804 Executive Court
Midland, Texas 79707

Dear Jeff:

This letter memorializes the understanding between you and ProPetro Holding Corp. (the "**Company**") regarding your role and responsibilities at the Company beginning March 13, 2020 (the "**Effective Date**"). As you are aware, you will, as of the Effective Date, transition from serving as the Company's Chief Administrative Officer to serving as a Special Advisor to the Chief Executive Officer to work on projects as assigned by the Chief Executive Officer.

Following the Effective Date, your annualized base salary shall remain unchanged from its current level. You will no longer (i) be eligible to earn an annual cash bonus under the Amended and Restated ProPetro Holding Corp. Executive Incentive Bonus Plan for the 2020 fiscal year or any future years or (ii) be granted new awards under the ProPetro Holding Corp. 2017 Incentive Award Plan (the "**Incentive Plan**"). For the avoidance of doubt, the restricted stock units and performance share units granted to you pursuant to the Incentive Plan on February 11, 2020 will continue to vest or be forfeited in accordance with the terms of the applicable award agreements and the Incentive Plan.

As you know, you and the Company are parties to that certain Employment Agreement, entered into as of April 17, 2013 (as amended, the "**Employment Agreement**") and that certain letter agreement amending the Employment Agreement dated October 4, 2019 (the "**Letter Agreement**"). This letter shall be deemed to terminate your Employment Agreement as amended by the Letter Agreement, as of the Effective Date, with the exception of the restrictive covenants set forth in Section 6 of the Employment Agreement which shall continue in full force and effect. In signing below, you hereby explicitly consent to the changes described in this letter, and in return for your continued employment as described above, you hereby waive any and all current or future rights you may have to terminate your employment with the Company or its Affiliates (as defined in the Employment Agreement) for "**Good Reason**" (or similar or related definitions, each as defined in the Employment Agreement) as a result of these changes and any future changes (including any right to receive any payments or benefits pursuant to the Employment Agreement or any other plan, program, or agreement sponsored or maintained by the Company or any of its Affiliates (collectively, the "**Company Plans**") as a result of these changes). As of the Effective Date, your employment will be at-will.

CORPORATE OFFICE

PHONE 432.688.0012

FAX 432.688.3976

NYSE:PUMP

WWW.PROPETROSERVICES.COM

PO BOX 873 MIDLAND TX 79702

1706 S MIDKIFF MIDLAND TX 79701

The exercise period applicable to your stock options granted under the Stock Option Plan of ProPetro Holding Corp. (the **'Option Plan'**) that are outstanding and vested but unexercised as of the date of your **'Termination of Employment'** (as defined in the Option Plan) (the **'Extended Options'**) will be extended so that, so long as your Termination of Employment is not a termination by the Company for Cause (as defined below), the Extended Options shall not be forfeited or cancelled upon the ninety-first (91st) day following the date of your Termination of Employment as provided in the applicable award agreements but, instead, shall remain outstanding and exercisable until the one-year anniversary of your Termination of Employment; provided, however, that the exercise period shall not be extended beyond the full original exercise period enumerated in the applicable award agreement. For purposes of this letter and all outstanding awards under the Equity Plans (as defined below), **'Cause'** shall mean (i) your willful failure to substantially perform the duties set forth herein; (ii) your willful failure to carry out, or comply with, in any material respect any lawful directive of the board of directors of the Company (the **'Board'**); (iii) your commission at any time of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of nolo contendere, or imposition or unadjudicated probation for any felony or crime involving moral turpitude; (iv) your unlawful use (including being under the influence) or possession of illegal drugs on the Company's premises or while performing the your duties and responsibilities hereunder; (v) your commission at any time of any act of fraud, embezzlement, misappropriation, misconduct, conversion of assets of the Company, or breach of fiduciary duty against the Company (or any predecessor thereto or successor thereof); or (vi) your material breach of any agreement between you and the Company (including, without limitation, any breach of the restrictive covenants of any such agreement); and which, in the case of clauses (i), (ii) and (vi), continues beyond thirty (30) days after the Company has provided you written notice of such failure or breach (to the extent that, in the reasonable judgment of the Board, such failure or breach can be cured by you). Whether or not an event giving rise to "Cause" occurs will be determined by the Board in its sole discretion.

Further, you shall be entitled to exercise the stock options granted under the Incentive Plan and the Option Plan (collectively, the **'Equity Plans'**) that are outstanding but unexercised as of the Effective Date (together, the **'Outstanding Options'**) within the time periods described in the applicable award agreements and the Equity Plans, as modified by the preceding paragraph, if applicable, as a "cashless exercise" such that you are not required to deliver any cash to exercise the Outstanding Options but the number of shares of the Company's common stock, par value \$0.001 (**'Stock'**), delivered by the Company to you upon exercise shall be reduced by the fair market value of the exercise price of the Outstanding Options and associated taxes.

In exchange for the extension of the Extended Options and the ability to exercise the Outstanding Options using a cashless exercise, you agree to following noncompete and nonsolicitation restrictions that are in addition to any such restrictions described in your Employment Agreement and the Incentive Plan and the restricted stock unit, performance share unit and stock option award agreements thereunder:

CORPORATE OFFICE
PHONE 432.688.0012
FAX 432.688.3976

NYSE:PUMP
WWW.PROPETROSERVICES.COM
PO BOX 873 MIDLAND TX 79702
1706 S MIDKIFF MIDLAND TX 79701

You hereby agree that you shall not at any time during the Additional Noncompetition Restricted Period (as defined below), directly or indirectly engage in, have any interest in (including without limitation, through the investment of capital or lending of money or property), or manage, operate or otherwise render any services to, any person (whether on your own or in association with others, as a principal, director, officer, employee, agent, representative, partner, member, security holder, consultant, advisor, independent contractor, owner, investor, participant, or in any other capacity) that engages in (either directly or through any subsidiary or Affiliate thereof) any business or activity, within any of the states or territories within the United States or any other country, territory or state in which the Company or any of its subsidiaries operate, (i) that creates, designs, invents, engineers, develops, sources, markets, manufactures, distributes or sells any product or provides any service that may be used as a substitute for or otherwise competes with any product or service of the Company or any entity owned by the Company, or (ii) which the Company or any of its Affiliates has taken active steps to engage in or acquire, but only if you directly or indirectly engage in, have any interest in (including, without limitation, through the investment of capital or lending of money or property), or manage, operate or otherwise render any services in connection with, such business or activity (whether on your own or in association with others, as a principal, director, officer, employee, agent, representative, partner, member, security holder, consultant, advisor, independent contractor, owner, investor, participant or in any other capacity). Notwithstanding the foregoing, you shall be permitted to acquire a passive stock or equity interest in such business; provided that such stock or other equity interest acquired is not more than five percent (5%) of the outstanding interest in such business. The “**Additional Noncompetition Restricted Period**” shall mean the period from the first (1st) anniversary of the date of your Termination of Employment through the fifth (5th) anniversary of the date of your Termination of Employment.

You agree that you shall not at any time during the Additional Nonsolicitation Restricted Period (as defined below), directly or indirectly, either for yourself or on behalf of any other person, (i) recruit or otherwise solicit or induce any employee, customer or supplier of the Company to terminate its employment or arrangement with the Company, or otherwise change its relationship with the Company, or (ii) hire, or cause to be hired, any person who was employed by the Company at any time during the twelve (12)-month period immediately prior to the date of your Termination of Employment or who thereafter becomes employed by the Company. The “**Additional Nonsolicitation Restricted Period**” shall mean the period from the third (3rd) anniversary of the date of your Termination of Employment through the fifth (5th) anniversary of the date of your Termination of Employment.

Notwithstanding the foregoing, you acknowledge and agree that if you fail to comply with your ongoing obligations to the Company, including those in Section 6 of the Employment Agreement and the noncompetition and solicitation obligations set forth above, then (i) any unexercised Outstanding Options shall immediately be forfeited and cancelled upon notice from the Company and may not be exercised at any point and (ii) you shall pay to the Company the fair market value of any Stock acquired through the exercise of the Outstanding Options.

CORPORATE OFFICE

PHONE 432.688.0012

FAX 432.688.3976

NYSE:PUMP

WWW.PROPETROSERVICES.COM

PO BOX 873 MIDLAND TX 79702

1706 S MIDKIFF MIDLAND TX 79701

You further acknowledge that nothing in this letter shall be construed in any way to limit the right of the Company to terminate your employment, with or without Cause, or, except as provided above, for you to terminate your employment with the Company, with or without Good Reason, nor shall this letter limit the rights of the stockholders of the Company under the Company's bylaws.

To the fullest extent permitted by applicable law, your (i) rights to indemnification under the Company's organizational documents and the Indemnification Agreement between the Company and you and (ii) rights to coverage under the Company's directors and officers insurance policy shall continue in accordance with their terms and not be impacted by the execution of this Agreement.

Please indicate your agreement with the foregoing by signing and dating below and returning an executed copy of this letter to me.

[Signature Page to Follow]

CORPORATE OFFICE

PHONE 432.688.0012
FAX 432.688.3976

NYSE:PUMP
WWW.PROPETROSERVICES.COM

PO BOX 873 MIDLAND TX 79702
1706 S MIDKIFF MIDLAND TX 79701

PROPETRO HOLDING CORP.

By: /s/ Phillip A. Gobe

Name: Phillip A. Gobe

Title: Chief Executive Officer

AGREED AND ACKNOWLEDGED:

/s/ Jeffrey D. Smith

Jeffrey D. Smith

Date: March 13, 2020

CORPORATE OFFICE

PHONE 432.688.0012

FAX 432.688.3976

NYSE:PUMP

WWW.PROPETROSERVICES.COM

PO BOX 873 MIDLAND TX 79702
1706 S MIDKIFF MIDLAND TX 79701

**PROPETRO SERVICES, INC.
EXECUTIVE SEVERANCE PLAN**

1. **Purpose.** ProPetro Services, Inc. (the “*Company*”), has adopted the ProPetro Services, Inc. Executive Severance Plan (the “*Plan*”) to provide severance pay to Eligible Executives (as defined below) who experience a Qualifying Termination (as defined below) on or after March 13, 2020 (the “*Effective Date*”). The Plan is intended to be maintained primarily for the purposes of providing benefits for a select group of management or highly compensated employees and is intended to be a top hat welfare benefit plan under ERISA.

2. **Definitions.** For purposes of the Plan, the following terms shall have the respective meanings set forth below:

(a) “*Accrued Amounts*” means (i) all accrued and unpaid Base Salary through the Date of Termination and all paid time off accrued but unused as of the Date of Termination, which shall be paid within seven business days following the Date of Termination (or earlier if required by applicable law); (ii) reimbursement for all incurred but unreimbursed expenses for which an Eligible Executive is entitled to reimbursement in accordance with the expense reimbursement policies of the Company in effect as of the Date of Termination; and (iii) benefits to which an Eligible Executive may be entitled pursuant to the terms of any plan or policy sponsored by the Company or any of its Affiliates as in effect from time to time.

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

(c) “*Applicable March 15*” means March 15 of the calendar year following the calendar year in which the Date of Termination occurs.

(d) “*Applicable Severance Multiple*” means (i) with respect to each Tier 1 Executive, 2.0; (ii) with respect to each Tier 2 Executive, 1.5; and (iii) with respect to each Tier 3 Executive, 1.0.

(e) “*Applicable CIC Severance Multiple*” (i) with respect to each Tier 1 Executive, 3.0; (ii) with respect to each Tier 2 Executive, 2.0; and (iii) with respect to each Tier 3 Executive, 1.5.

(f) “*Base Salary*” means the amount an Eligible Executive is entitled to receive as base salary on an annualized basis, calculated as of the Date of Termination, including any amounts that an Eligible Executive could have received in cash had he not elected to contribute to an employee benefit plan maintained by the Company, but excluding all annual cash incentive awards, bonuses, equity awards, and incentive compensation payable by the Company as consideration for an Eligible Executive’s services.

(g) “*Board*” means the Board of Directors of ProPetro Holding Corp.

(h) “**Cause**” means (i) an Eligible Executive’s material breach of the Plan or any written agreement between such Eligible Executive and any member of the Company Group, including such Eligible Executive’s material breach of any representation, warranty, or covenant made under any such agreement; (ii) an Eligible Executive’s material breach of any policy or code of conduct established by any member of the Company Group and applicable to such Eligible Executive; (iii) an Eligible Executive’s violation of any law applicable to the workplace (including any law regarding anti-harassment, anti-discrimination, or anti-retaliation); (iv) an Eligible Executive’s gross negligence, material misconduct reflecting negatively on the Company, breach of fiduciary duty, fraud, theft, or embezzlement; (v) the conviction by a court of competent jurisdiction of an Eligible Executive for, or plea of *nolo contendere* by an Eligible Executive to, any felony (or state law equivalent) or any crime involving moral turpitude; (vi) an Eligible Executive’s material failure or refusal, other than due to Disability, to perform such Eligible Executive’s duties or to follow any lawful directive from the Board or an officer of the Company, as determined by the Committee; (vii) an Eligible Executive’s unlawful use (including being under the influence) or possession of illegal drugs on the Company’s premises or while performing Employee’s duties and responsibilities hereunder; (viii) failure of an Eligible Executive, in connection with his or her work on behalf of the Company Group, to exercise that degree of care, skill, and diligence as employees of ordinary skill and knowledge commonly possess and exercise; or (ix) the failure of an Eligible Executive to act with undivided loyalty on behalf of the Company Group. For items (i), (vi) and (viii) above, such item will not be considered a breach unless the Company provides an Eligible Executive written notice of the existence of such condition(s) within 30 days after the Committee becomes aware of such condition(s) and the condition(s) specified in such notice are not corrected for 15 days following such Eligible Executive’s receipt of such written notice; *provided, however*, that an Eligible Executive shall not be provided with an opportunity to correct such condition(s) if the Committee determines, in its sole and absolute discretion, that such condition(s) cannot be corrected.

(i) “**Change in Control**” has the meaning assigned to such term in the Incentive Plan, as in effect from time to time.

(j) “**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(k) “**COBRA Continuation Period**” means the period beginning on the first day of the first calendar month following such Eligible Executive’s Date of Termination and continuing until the earliest to occur of: (i)(a) 18 months following the Date of Termination for a Tier 1 Executive and (b) 12 months following the Date of Termination for a Tier 2 Executive and a Tier 3 Executive; (ii) the time such Eligible Executive becomes eligible to be covered under a group health plan sponsored by another employer (and such Eligible Executive shall promptly notify the Company in the event that such Eligible Executive becomes so eligible) and (iii) the date such Eligible Executive is no longer eligible to receive COBRA continuation coverage.

(l) “**Code**” means the Internal Revenue Code of 1986.

(m) “**Committee**” means the Compensation Committee of the Board or such other committee designated by the Board to administer the Plan.

(n) “**Company Group**” means ProPetro Holding Corp., the Company, and each of their respective direct and indirect subsidiaries as may exist from time to time.

(o) “**Date of Termination**” means the effective date of the termination of an Eligible Executive’s employment with the Company and its Affiliates, as applicable, such that the Eligible Executive is no longer employed by the Company or any of its Affiliates.

(p) “**Disability**” means an Eligible Executive is unable to perform the essential functions of such Eligible Executive’s position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment or other incapacity that continues, or can reasonably be expected to continue, for a period in excess of 120 consecutive days or 180 days, whether or not consecutive (or for any longer period as may be required by applicable law), in any 12-month period. The determination of whether an Eligible Executive has incurred a Disability shall be made in good faith by the Board.

(q) “**Eligible Executive**” means any employee of the Company or an Affiliate of the Company who (i) is designated by the Committee as an “Eligible Executive” who is eligible to participate in the Plan; (ii) has executed and returned a Participation Agreement to the Company; (iii) is not covered under any other severance plan, policy, program or arrangement sponsored or maintained by the Company or any of its Affiliates; and (iv) is not a party to an employment or severance agreement with the Company or any of its Affiliates pursuant to which such employee is eligible for severance payments or benefits. The Committee shall have the sole discretion to determine whether an employee is an Eligible Executive. Eligible Executives shall be limited to a select group of management or highly compensated employees within the meaning of Sections 201, 301 and 401 of ERISA.

(r) “**ERISA**” means the Employee Retirement Income Security Act of 1974.

(s) “**Good Reason**” means (i) a material diminution in an Eligible Executive’s Base Salary or authority, duties, and responsibilities with the Company or its subsidiaries, including his or her removal as an officer of the Company; *provided, however*, that if the Eligible Executive is serving as an officer or member of the board of directors (or similar governing body) of any member of the Company Group, in no event shall the removal of the Eligible Executive as an officer or board member of such member of the Company Group, other than the Company, regardless of the reason for such removal, constitute Good Reason; *provided, further*, that a reduction in an Eligible Executive’s Base Salary in connection with a general reduction in base salaries that affects all similarly situated employees of the Company in substantially the same proportions will not constitute Good Reason; *provided, further*, that a temporary reduction in an Eligible Executive’s authority, duties, and responsibilities in connection with any internal investigation by the Company, including an investigation into whether circumstances constituting Cause exist, shall not constitute Good Reason; (ii) a material breach by the Company of any of its obligations under the Plan; or (iii) the relocation of the geographic location of an Eligible Executive’s principal place of employment by more than 50 miles from the location of such Eligible Executive’s principal place of employment as of the Effective Date. Notwithstanding the foregoing clauses (i), (ii) and (iii), any assertion by an Eligible Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in clauses (i), (ii) or (iii) giving rise to such Eligible Executive’s termination of employment must have arisen without such Eligible Executive’s consent; (B) such Eligible Executive must provide written notice to the Committee of the existence of such condition(s) within 30 days after the initial occurrence of such condition(s); (C) the condition(s) specified in such notice must remain uncorrected for 30 days following the Committee’s receipt of such written notice; and (D) the date of such Eligible Executive’s termination of employment must occur within 75 days after the initial occurrence of the condition(s) specified in such notice.

(t) **“Incentive Plan”** means the ProPetro Holding Corp. 2017 Incentive Award Plan.

(u) **“Participation Agreement”** means the participation agreement delivered to each Eligible Executive by the Committee prior to his or her entry into the Plan evidencing the Eligible Executive’s agreement to participate in the Plan and to comply with all terms, conditions and restrictions within the Plan.

(v) **“Prior Year Annual Bonus”** means the amount of the annual cash bonus, if any, that an Eligible Executive earned for the fiscal year of the Company immediately preceding the year in which the Date of Termination occurs.

(w) **“Pro-Rata Annual Bonus”** means an amount equal to an Eligible Executive’s Target Annual Bonus multiplied by a fraction, the numerator of which is the number of days in such fiscal year during which such Eligible Executive was employed by the Company and its Affiliates, and the denominator of which is 365.

(x) **“Qualifying Termination”** means the termination of an Eligible Executive’s employment (i) by the Company without Cause (which, for the avoidance of doubt, does not include a termination of employment due to death or Disability) or (ii) due to an Eligible Executive’s resignation for Good Reason.

(y) **“Release Consideration Period”** means the period of 21 days or 45 days, as applicable, following the date the Company provides the Eligible Executive with a general release of claims before the Eligible Executive must execute such release of claims to fulfill the Release Requirement.

(z) **“Release Requirement”** means the requirement that an Eligible Executive execute and deliver to the Company a general release of claims, in a form acceptable to the Company, on or prior to the date that is 21 days following the date upon which the Company delivers the release to an Eligible Executive (which shall occur no later than seven days following the Date of Termination) or, in the event that such termination of employment is “in connection with an exit incentive or other employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date. Notwithstanding the foregoing or any other provision in the Plan to the contrary, the Release Requirement shall not be considered satisfied if the release described in the preceding sentence is revoked by the Eligible Executive within any time provided by the Company for such revocation.

(aa) **“Section 409A”** means Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretive guidance issued thereunder.

(bb) “**Severance Amount**” means, with respect to an Eligible Executive, an amount equal to the product of (i) the Applicable Severance Multiple or, in the event of a Qualifying Termination that occurs within the 12-month period following a Change of Control, the Applicable CIC Severance Multiple and (ii) the sum of such Eligible Executive’s (A) Base Salary and (B) Target Annual Bonus.

(cc) “**Target Annual Bonus**” means the target amount of an Eligible Executive’s annual cash bonus immediately prior to the Date of Termination, unless such Date of Termination occurs during the 12 months following a Change in Control, in which case the Target Annual Bonus shall equal the target amount of an Eligible Executive’s annual cash bonus immediately prior to the Change in Control.

(dd) “**Tier**” means an “Executive Tier” used for purposes of determining the level of severance benefits an Eligible Executive is eligible to receive. Each Eligible Executive shall be designated by the Committee as a Tier 1 Executive, Tier 2 Executive or a Tier 3 Executive.

3. **Administration of the Plan**

(a) **Administration by the Committee.** The Committee shall be responsible for the management and control of the operation and the administration of the Plan, including interpretation of the Plan, decisions pertaining to eligibility to participate in the Plan, computation of severance payments, granting or denial of severance claims and review of claims denials. The Committee has absolute discretion in the exercise of its powers and responsibilities. For this purpose, the Committee’s powers shall include the following authority, in addition to all other powers provided by the Plan:

(i) to make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

(ii) to interpret the Plan, the Committee’s interpretation thereof to be final and conclusive on all persons claiming payments under the Plan;

(iii) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(iv) to make a determination as to the right of any person to a payment under the Plan (including to determine whether and when there has been a termination of an Eligible Executive’s employment and the cause of such termination);

(v) to appoint such agents, counsel, accountants, consultants, claims administrator and other persons as may be required to assist in administering the Plan;

(vi) to allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing;

(vii) to sue or cause suit to be brought in the name of the Plan; and

(viii) to obtain from the Company, its Affiliates and from Eligible Executives such information as is necessary for the proper administration of the Plan.

(b) **Indemnification of the Committee.** The Company shall, without limiting any rights that the Committee may have under the Company's charter or bylaws, applicable law or otherwise, indemnify and hold harmless the Committee and each member thereof (and any other individual acting on behalf of the Committee or any member thereof) against any and all expenses and liabilities arising out of such person's administrative functions or fiduciary responsibilities, excepting only expenses and liabilities arising out of the person's own gross negligence or willful misconduct. Expenses against which such person shall be indemnified hereunder include the amounts of any settlement, judgment, attorneys' fees, costs of court, and any other related charges reasonably incurred in connection with a claim, proceeding, settlement, or other action under the Plan.

(c) **Compensation and Expenses.** The Committee shall not receive additional compensation with respect to services for the Plan. To the extent required by applicable law, but not otherwise, the Committee shall furnish bond or security for the performance of their duties hereunder. Any expenses properly incurred by the Committee incident to the administration, termination or protection of the Plan, including the cost of furnishing bond, shall be paid by the Company.

4. **Eligibility.** Only individuals who are Eligible Executives may participate in the Plan. The Committee has full and absolute discretion to determine which employees of the Company and its Affiliates are Eligible Executives. Once an employee has been designated as an Eligible Executive, he or she shall automatically continue to be an Eligible Executive until he or she ceases to be an employee or is removed as an Eligible Executive by the Committee; *provided, however*, that if an employee is an Eligible Executive as of the date of a Change in Control, then he or she may not be removed as an Eligible Executive by the Committee during the 12-month period following the date of such Change in Control. For the avoidance of doubt, the Committee may determine that an employee who was previously designated as an Eligible Executive shall no longer be an Eligible Executive any time prior to a Change in Control or any time after the one-year anniversary of a Change in Control. The Plan shall supersede all prior practices, policies, procedures and plans relating to severance payments from the Company and its Affiliates with respect to the Eligible Executives; *provided, however*, that the terms and provisions of the Incentive Plan, the ProPetro Holding Corp. 2013 Stock Option Plan, and the award agreements under each such plan shall continue to govern the equity-based awards granted under such plans to an Eligible Executive following such Eligible Executive's termination of employment.

5. **Plan Benefits.**

(a) **Qualifying Termination.** If an Eligible Executive's employment with the Company and, as applicable, each of its Affiliates, ends due to a Qualifying Termination, then such Eligible Executive shall be entitled to receive the Accrued Amounts, and so long as such Eligible Executive satisfies the Release Requirement, abides by the terms of Section 7 below and continues to abide by the terms of all other written agreements between such Eligible Executive and any member of the Company Group, including the restrictive covenants set forth in the award agreements entered into between the Company and such Eligible Executive pursuant to the Incentive Plan, such Eligible Executive shall also be entitled to receive:

(i) A cash payment equal to the Severance Amount payable in a lump-sum on or prior to the Company's first regularly scheduled pay date that occurs on or after the 14th day following the Release Consideration Period, but in no event later than 75 days following the Date of Termination;

(ii) If the Prior Year Annual Bonus has not yet been paid to the Eligible Executive, the Prior Year Annual Bonus, payable in a lump sum at the time annual bonuses for such prior fiscal year of are paid to executives of the Company, but in no event later than the Applicable March 15; and

(iii) If such Eligible Executive timely and properly elects to continue coverage for such Eligible Executive and such Eligible Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, then the Company shall promptly reimburse the Eligible Executive for the amount by which the premiums paid to effectuate such coverage during the COBRA Continuation Period exceeds the amount of the employee contribution that active executive employees of the Company pay for the same or similar coverage under such group health plans during the same period, less applicable taxes and withholdings (the "**COBRA Benefit**"). Each payment of the COBRA Benefit shall be paid to the Eligible Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which the Eligible Executive submits to the Company documentation of the applicable premium payment having been paid by the Eligible Executive, which documentation shall be submitted by the Eligible Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 5(a)(iii) to the contrary, (A) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain such Eligible Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (B) if the provision of the benefit described in this Section 5(a)(iii) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and such Eligible Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to such Eligible Executive without such adverse impact on the Company.

(b) Qualifying Termination Following a Change in Control. If an Eligible Executive's employment with the Company and, as applicable, each of its Affiliates, ends due to a Qualifying Termination within 12 months following a Change in Control, then such Eligible Executive shall be entitled to receive the Accrued Amounts, and so long as such Eligible Executive satisfies the Release Requirement, abides by the terms of Section 7 below and continues to abide by the terms of all other written agreements between such Eligible Executive and any member of the Company Group, such Eligible Executive shall also be entitled to receive:

(i) A cash payment equal to the Severance Amount payable in a lump-sum on or prior to the Company's first regularly scheduled pay date that occurs on or after the 14th day following the Release Consideration Period, but in no event later than 75 days following the Date of Termination;

(ii) If the Prior Year Annual Bonus has not yet been paid to the Eligible Executive, the Prior Year Annual Bonus, payable in a lump sum at the time annual bonuses for such prior fiscal year of are paid to executives of the Company, but in no event later than the Applicable March 15;

(iii) The Pro-Rata Annual Bonus for the fiscal year of the Company in which the Date of Termination occurs, payable in a lump sum on or prior to the Company's first regularly scheduled pay date that occurs on or after the 14th day following the Release Consideration Period, but in no event later than 75 days following the Date of Termination; and

(iv) If such Eligible Executive timely and properly elects to continue coverage for such Eligible Executive and such Eligible Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to COBRA, then the Company shall promptly reimburse the Eligible Executive for the full amount of the premiums paid to effectuate such coverage during the COBRA Continuation Period, less applicable taxes and withholdings (the "**CIC COBRA Benefit**"). Each payment of the CIC COBRA Benefit shall be paid to the Eligible Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which the Eligible Executive submits to the Company documentation of the applicable premium payment having been paid by the Eligible Executive, which documentation shall be submitted by the Eligible Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 5(b)(iv) to the contrary, (A) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain such Eligible Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (B) if the provision of the benefit described in this Section 5(b)(iv) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and such Eligible Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to such Eligible Executive without such adverse impact on the Company.

(c) Termination as a Result of Death or Disability. In the event an Eligible Executive's employment with the Company and, as applicable, each of its Affiliates, ends due to such Eligible Executive's death or Disability, such Eligible Executive shall be entitled to receive the Accrued Amounts, and so long as such Eligible Executive satisfies the Release Requirement, abides by the terms of Section 7 below and continues to abide by the terms of all other written agreements between such Eligible Executive and any member of the Company Group, such Eligible Executive shall also be entitled to receive:

(i) If the Prior Year Annual Bonus has not yet been paid to the Eligible Executive, the Prior Year Annual Bonus, payable in a lump sum at the time annual bonuses for such prior fiscal year of are paid to executives of the Company, but in no event later than the Applicable March 15; and

(ii) A Pro-Rata Annual Bonus for the fiscal year of the Company in which the Date of Termination occurs, payable in a lump sum on or prior to the Company's first regularly scheduled pay date that occurs on or after the 14th day following the Release Consideration Period, but in no event later than 75 days following the Date of Termination.

(d) Other Non-Qualifying Terminations of Employment. If an Eligible Executive's employment with the Company and each of its Affiliates terminates other than pursuant to a Qualifying Termination or due to the Eligible Executive's death or Disability, then all compensation and benefits to such Eligible Executive shall terminate contemporaneously with such termination of employment, except that such Eligible Executive shall be entitled to the Accrued Amounts.

(e) After-Acquired Evidence. Notwithstanding any provision of the Plan to the contrary, in the event that the Company determines that an Eligible Executive is eligible to receive the payments or benefits other than the Accrued Obligations pursuant to Section 5 but, after such determination, the Company subsequently acquires evidence or determines that: (i) such Eligible Executive has failed to abide by the terms Section 7 below or the terms of any other written agreement between such Eligible Executive and any member of the Company Group; or (ii) a Cause condition existed prior to the Date of Termination that, had the Company been fully aware of such condition, would have given the Company the right to terminate such Eligible Executive's employment for Cause, then the Company shall have no obligation to pay any amount in excess of the Accrued Obligations, and such Eligible Executive shall promptly return to the Company any payment in excess of the Accrued Obligations received by such Eligible Executive prior to the date that the Company determines that the conditions of this Section 5(c) have been satisfied.

6. Certain Excise Taxes. Notwithstanding anything to the contrary in the Plan, if an Eligible Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments provided for in the Plan, together with any other payments and benefits which such Eligible Executive has the right to receive from the Company or any of its Affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments provided for in the Plan shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by such Eligible Executive from the Company and its Affiliates will be one dollar less than three times such Eligible Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by such Eligible Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to such Eligible Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the payments provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment is made and through error or otherwise that payment, when aggregated with other payments and benefits from the Company (or its Affiliates) used in determining if a "parachute payment" exists, exceeds one dollar less than three times such Eligible Executive's base amount, then such Eligible Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 6 shall require the Company to be responsible for, or have any liability or obligation with respect to, such Eligible Executives' excise tax liabilities under Section 4999 of the Code.

7. **Defense and Pursuit of Claims.** An Eligible Executive shall, following the termination of his or her employment, cooperate with the Company Group and its counsel in any litigation or human resources matters in which such Eligible Executive may be a witness or potential witness or with respect to which such Eligible Executive may have knowledge of relevant facts or evidence. The Company shall reimburse such Eligible Executive for reasonable and necessary expenses incurred in the course of complying with this Section provided that the Eligible Executive provides reasonable documentation of the same and obtains the Company's prior approval for incurring such expenses.

8. **Enforcement.** Money damages would not be a sufficient remedy for any breach of Section 7 or any breach of the terms of any other written agreement between an Eligible Executive and any member of the Company Group, in each case, by such Eligible Executive, and any member of the Company Group shall be entitled to enforce the provisions of Section 7 and the terms of such other written agreements as may be applicable by terminating payments or additional benefits then owing to the Eligible Executive and to specific performance, injunctive relief and other equitable relief, without bond, as remedies for such breach or any threatened breach. In addition, in the event of a breach by an Eligible Executive of Section 7 or the terms of any other written agreement between such Eligible Executive and any member of the Company Group, the Eligible Executive shall repay to the Company any and all payments received or paid or deemed paid by the Company for the benefit of the Eligible Executive pursuant to the Plan. Such remedies shall not be deemed the exclusive remedies for a breach of Section 7 or the terms of such other written agreements as may be applicable, but shall be in addition to all remedies available at law or in equity, including the recovery of damages from the Eligible Executive and the Eligible Executive's agents. This Section 8, Section 7 and the terms of any other written agreements between the Eligible Executive and any member of the Company Group, and each provision and portion thereof, are severable and separate, and the unenforceability of any specific Section or provision (or portion thereof) shall not affect the enforceability of any other Section or provision (or portion thereof).

9. **Claims Procedure and Review.**

(a) **Filing a Claim.** Any Eligible Executive that the Committee determines is entitled to payment of severance benefits under the Plan is not required to file a claim for such benefit. Any employee (i) who is not paid severance benefits hereunder and who believes that he or she is entitled to severance benefits hereunder or (ii) who has been paid severance benefits hereunder and believes that he or she is entitled to greater benefits hereunder may file a written claim for severance benefits under the Plan with the Committee setting forth the facts and arguments for Committee consideration within 90 days after such employee knew or reasonably should have known of the principal facts upon which his or her claim is based.

(b) **Initial Determination of a Claim.** Within 90 days of the date the Committee receives a claim, the claimant will receive (i) a decision or (ii) a written notice describing special circumstances requiring a specified amount of additional time (up to 90 additional days) to reach a decision and the date by which it expects to reach a decision. If a claim for severance benefits hereunder is wholly or partially denied, the Committee shall, within a reasonable period of time but no later than 90 days after receipt of the claim (or 180 days after receipt of the claim if special circumstances require an extension of time for processing the claim), notify the claimant of the denial. Such notice shall (A) be in writing, (B) be written in a manner calculated to be understood by the claimant, (C) contain the specific reason or reasons for denial of the claim, (D) refer specifically to the pertinent Plan provisions upon which the denial is based, (E) describe any additional material or information necessary for the claimant to perfect the claim (and explain why such material or information is necessary), and (F) describe the Plan's claim review procedures and time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

(c) Appeal of a Denied Claim. Within 60 days of the receipt by the claimant of the notice that the claim was denied, the claimant may file a written appeal with the Committee. In connection with the appeal, the claimant may review Plan documents and may submit written issues and comments. Within 60 days of the date the Committee receives an appeal, the claimant will receive (i) a decision or (ii) a written notice describing special circumstances requiring a specified amount of additional time (up to 60 additional days) to reach a decision and the date by which it expects to reach a decision. The Committee shall deliver to the claimant a written decision on the appeal promptly, but not later than 60 days after the receipt of the claimant's appeal (or 120 days after receipt of the claimant's appeal if there are special circumstances which require an extension of time for processing). Such decision shall (A) be in writing, (B) be written in a manner calculated to be understood by the claimant, (C) include specific reasons for the decision, (D) refer specifically to the Plan provisions upon which the decision is based, (E) state that the claimant is entitled to receive, on request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and (F) a statement of the Eligible Executive's right to bring an action under Section 502(a) of ERISA. If special circumstances require an extension of up to 180 days for an initial claim or 120 days for an appeal, whichever applies, the Committee shall send written notice of the extension. This notice shall indicate the special circumstances requiring the extension and state when the Committee expects to render the decision.

(d) Additional Information for a Claim on Review. If the Committee determines it needs further information to complete its review of a claim, the claimant will receive a written notice describing the additional information necessary to make the decision. The claimant will then have 60 days from the date the claimant receives the notice to provide the requested information to the Committee. The time between the date the Committee sends its information request to the claimant and the date the Committee receives the requested information from the claimant does not count against the 60-day period in which the Committee has to decide the claim on review. If the Committee does not receive a response to its request for additional information from the claimant, then the period by which the Committee must reach its decision shall be extended by the 60-day period that was provided to the claimant to submit the additional information. If special circumstances exist, this period may be further extended.

(e) In General. The Committee will make all decisions on claims and review of denied claims. The Committee has the sole discretion, authority and responsibility to decide all factual and legal questions under the Plan, including interpreting and construing the Plan and any ambiguous or unclear terms, and determining whether a claimant is eligible for benefits and the amount of benefits, if any, a claimant is entitled to receive. The Committee may hold hearings and reserves the right to delegate its authority to make decisions. The Committee may rely on any applicable statute of limitations as a basis to deny a claim. The Committee's decisions are conclusive and binding on all Parties. The claimant may, at his or her own expense, have an attorney or representative act on his or her behalf, but the Committee reserves the right to require a written authorization for a person to act on the claimant's behalf.

(f) Time Periods. The time period for the Committee to decide a claim begins to run on the date the Committee receives a claimant's written claim. If a claimant files a timely request for review of a denied claim, the time period for the Committee to decide begins to run on the date the Committee receives the written request. In both cases, the time period begins to run whether or not the claimant submits comments or information that he or she would like considered by the Committee.

(g) Limitations Period. If a claimant files a claim within the required time, completes the entire claims procedure and the Committee denies such claim after the claimant requests a review, the claimant may sue over the claim (unless he or she has executed a release of such claim). The claimant must commence this lawsuit within six months after the claims process is completed. Regardless of when the claimant files the claim, the claimant may not, under any circumstances, commence a lawsuit more than 30 months after he or she knew or should have known the facts supporting the claim. Before commencing legal action to recover benefits or to enforce or clarify rights, the claimant must complete all of the Plan's claim procedures.

(h) The benefits claim procedure provided in this Section 9 is intended to comply with the provisions of 29 C.F.R. §2560.503-1. All provisions of this Section 9 shall be interpreted, construed, and limited in accordance with such intent.

10. **General Provisions.**

(a) Taxes. The Company and its Affiliates are authorized to withhold from all payments made hereunder amounts of withholding and other taxes due or potentially payable in connection therewith, and to take such other action as the Company may deem advisable to enable the Company and its Affiliates and the Eligible Executive to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any payments made under the Plan.

(b) Offset. The Company may set off against, and each Eligible Executive authorizes the Company to deduct from, any payments due to the Eligible Executive, or to his or her estate, heirs, legal representatives, or successors, any amounts which may be due and owing to the Company or an Affiliate of the Company by the Eligible Executive, whether arising under the Plan or otherwise; *provided, however*, that any such offset must be compliant with applicable law and no such offset may be made with respect to amounts payable that are subject to the requirements of Section 409A unless the offset would not result in a violation of the requirements of Section 409A.

(c) Amendment and Termination. Prior to a Change in Control, the Plan may be amended or modified in any respect and may be terminated by the Board; *provided, however*, that the Plan may not be amended, modified or terminated in any manner that would in any way adversely affect the benefits or protections provided hereunder to any individual who is an Eligible Executive under the Plan at such time, (i) at the request of a third party who has indicated an intention or taken steps to effect a Change in Control and who effectuates a Change in Control, or (ii) otherwise in connection with, or in anticipation of, a Change in Control that actually occurs, and any such attempted amendment, modification or termination shall be null and void *ab initio*. Any action taken to amend, modify or terminate the Plan which is taken subsequent to the execution of an agreement providing for a transaction or transactions which, if consummated, would constitute a Change in Control shall conclusively be presumed to have been taken in connection with a Change in Control. For the duration of the 12-month period following a Change in Control, the Plan may not be amended or modified in any manner that would in any way adversely affect the benefits or protections provided hereunder to any individual who is an Eligible Executive under the Plan on the date a Change in Control occurs.

(d) Successors. The Plan will be binding upon any successor to the Company, its assets, its businesses or its interest (whether as a result of the occurrence of a Change in Control or otherwise), in the same manner and to the same extent that the Company would be obligated under the Plan if no succession had taken place. All payments and benefits that become due to an Eligible Executive under the Plan will inure to the benefit of his or her heirs, assigns, designees or legal representatives.

(e) Transfer and Assignment. Neither an Eligible Executive nor any other person shall have any right to sell, assign, transfer, pledge, anticipate or otherwise encumber, transfer, hypothecate or convey any amounts payable under the Plan prior to the date that such amounts are paid.

(f) Unfunded Obligation. All benefits due an Eligible Executive under the Plan are unfunded and unsecured and are payable out of the general assets of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations. Eligible Executives shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

(g) Severability. If any provision of the Plan (or portion thereof) is held to be illegal or invalid for any reason, the illegality or invalidity of such provision (or portion thereof) will not affect the remaining provisions (or portions thereof) of the Plan, but such provision (or portion thereof) will be fully severable and the Plan will be construed and enforced as if the illegal or invalid provision (or portion thereof) had never been included herein.

(h) Section 409A. The Plan is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of the Plan, payments provided under the Plan may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under the Plan that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under the Plan shall be treated as a separate payment. Any payments to be made under the Plan upon the termination of an Eligible Executive's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding any provision in the Plan to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if an Eligible Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of such Eligible Executive's death or (ii) the date that is six months after such Eligible Executive's Date of Termination (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to such Eligible Executive (or such Eligible Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under the Plan are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by any Eligible Executive on account of non-compliance with Section 409A.

(i) Governing Law: Submission to Jurisdiction. All questions arising with respect to the provisions of the Plan and payments due hereunder will be determined by application of the laws of the State of Texas, without giving effect to any conflict of law provisions thereof, except to the extent preempted by federal law (including ERISA, which is the federal law that governs the Plan, the administration of the Plan and any claims made under the Plan). Any action to obtain emergency, temporary or preliminary injunctive relief as permitted by Section 7 will be brought only in the state and federal courts residing in, or with jurisdiction over, Midland County, Texas. The Eligible Executives recognize that such forum and venue is convenient.

(j) Third-Party Beneficiaries. Each Affiliate of the Company shall be a third-party beneficiary of the Eligible Executive's covenants and obligations under Section 7 and the terms and provisions of any other written agreement between such Eligible Executive and the Company and shall be entitled to enforce such obligations as if a party hereto.

(k) No Right to Continued Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Company or any of its Affiliates and any person, or to have any impact whatsoever on the at-will employment relationship between the Company or any of its Affiliates and the Eligible Executives. Nothing in the Plan shall be deemed to give any person the right to be retained in the employ of the Company or any of its Affiliates for any period of time or to restrict the right of the Company or any of its Affiliates to terminate the employment of any person at any time.

(l) Title and Headings: Construction. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Plan, and not to any particular provision hereof. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. The use herein of the word "including" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. Neither the Plan nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, the Plan shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Company.

(m) Overpayment. If, due to mistake or any other reason, a person receives severance payments under the Plan in excess of what the Plan provides, such person shall repay the overpayment to the Company in a lump sum within 30 days of notice of the amount of overpayment. If such person fails to so repay the overpayment, then without limiting any other remedies available to the Company, the Company may deduct the amount of the overpayment from any other amounts which become payable to such person under the Plan or otherwise.

(n) Clawback. Any amounts payable under the Plan are subject to any policy (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to the Eligible Executive; provided, however, that the establishment or modification of any clawback policy by the Company on or after the date of a Change in Control shall only apply to amounts payable under the Plan to the extent required by applicable law. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with applicable laws, regulations, and securities exchange listing standards.

(o) Agent for Service of Legal Process. Legal process may be served on the Committee, which is the plan administrator, at the following address: Compensation Committee of the Board of Directors, c/o ProPetro Holding Corp., 1706 Midkiff Road, Bldg. B, Midland, Texas 79107.

[Date]

[Name of Eligible Executive]

Re: Participation Agreement – ProPetro Services, Inc. Executive Severance Plan

Dear [First Name of Eligible Executive]:

We are pleased to inform you that you have been designated as eligible to participate in the ProPetro Services, Inc. Executive Severance Plan (as it may be amended from time to time, the “Plan”) [as a Tier [1 // 2 // 3] Executive]. Pursuant to your participation in the Plan, you are eligible to receive certain payments upon a Qualifying Termination, your death, or your Disability.

Your participation in the Plan is subject to the terms and conditions of the Plan and your execution and delivery of this agreement, which constitutes a Participation Agreement (as defined in the Plan). A copy of the Plan is attached hereto as Annex A and is incorporated herein and deemed to be part of this Participation Agreement for all purposes.

In signing below, you expressly agree to be bound by, and promise to abide by, the terms of the Plan, which sets forth certain obligations with respect to post-termination cooperation. You agree that the terms of the Plan are reasonable in all respects. You further acknowledge that receipt of severance benefits following a Qualifying Termination under the Plan is contingent upon your execution of a general release of claims at the time of such Qualifying Termination and continued compliance with your obligations pursuant to any other written agreement between you and any member of the Company Group, including the restrictive covenants set forth in the award agreements entered into with the Company pursuant to the Incentive Plan.

You acknowledge and agree that the Plan and this Participation Agreement supersede all prior employment agreements or letters containing change in control and/or severance provisions, change in control and/or severance benefit policies, plans and arrangements of the Company or any other member of the Company Group, if any, (and supersede all prior oral or written communications by the Company or any of other member of the Company Group with respect to change in control benefits or severance benefits, if any), and any such prior policies, plans, arrangements and communications are hereby null and void and of no further force and effect with respect to your participation therein. Notwithstanding the termination of all prior agreements pertaining to change in control and/or severance provisions, you acknowledge and agree that your Awards (as defined in the Incentive Plan) will continue to be governed by the terms of the Incentive Plan and the award agreements thereunder, and your obligation to continue to comply with your obligations pursuant to the award agreements under the Incentive Plan will survive the termination of all prior agreements pertaining to change in control and/or severance provisions.

You further acknowledge and agree that (i) you have fully read, understand and voluntarily enter into this Participation Agreement and (ii) you have had a sufficient opportunity to consult with your personal tax, financial planning advisor and attorney about the tax, financial and legal consequences of your participation in the Plan before signing this Participation Agreement.

Unless otherwise defined herein, capitalized terms used in this Participation Agreement shall have the meanings set forth in the Plan. This Participation Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Please execute this Participation Agreement in the space provided below and send a fully executed copy to [Name] no later than [Date].

[Signature Page Follows]

Sincerely,

PROPETRO SERVICES, INC.

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED
this ___ day of _____, 2020 by:

[Name of Eligible Executive]

Signature Page to
Participation Agreement

ANNEX A

**PROPETRO SERVICES, INC.
EXECUTIVE SEVERANCE PLAN**

[See attached.]

Annex A

March 13, 2020

Phillip A. Gobe

Re: Participation Agreement – ProPetro Services, Inc. Executive Severance Plan

Dear Phillip:

We are pleased to inform you that you have been designated as eligible to participate in the ProPetro Services, Inc. Executive Severance Plan (as it may be amended from time to time, the “*Plan*”) as a Tier 1 Executive. Pursuant to your participation in the Plan, you are eligible to receive certain payments upon a Qualifying Termination, your death, or your Disability.

Your participation in the Plan is subject to the terms and conditions of the Plan and your execution and delivery of this agreement, which constitutes a Participation Agreement (as defined in the Plan). A copy of the Plan is attached hereto as Annex A and is incorporated herein and deemed to be part of this Participation Agreement for all purposes.

In signing below, you expressly agree to be bound by, and promise to abide by, the terms of the Plan, which sets forth certain obligations with respect to post-termination cooperation. You agree that the terms of the Plan are reasonable in all respects. You further acknowledge that receipt of severance benefits following a Qualifying Termination under the Plan is contingent upon your execution of a general release of claims at the time of such Qualifying Termination and continued compliance with your obligations pursuant to any other written agreement between you and any member of the Company Group, including the restrictive covenants set forth in the award agreements entered into with the Company pursuant to the Incentive Plan.

You acknowledge and agree that the Plan and this Participation Agreement supersede all prior employment agreements or letters containing change in control and/or severance provisions, change in control and/or severance benefit policies, plans and arrangements of the Company or any other member of the Company Group, if any, (and supersede all prior oral or written communications by the Company or any of other member of the Company Group with respect to change in control benefits or severance benefits, if any), and any such prior policies, plans, arrangements and communications are hereby null and void and of no further force and effect with respect to your participation therein. Notwithstanding the termination of all prior agreements pertaining to change in control and/or severance provisions, you acknowledge and agree that your Awards (as defined in the Incentive Plan) will continue to be governed by the terms of the Incentive Plan and the award agreements thereunder, and your obligation to continue to comply with your obligations pursuant to the award agreements under the Incentive Plan will survive the termination of all prior agreements pertaining to change in control and/or severance provisions.

You acknowledge and agree that all obligations of the Company and its affiliates pursuant to that certain Letter Agreement entered into as of October 4, 2019, by and between you and the Company (the “*Letter Agreement*”) have been fully and finally satisfied and, therefore, except as provided in the succeeding paragraph, the Letter Agreement is hereby terminated effective as of the date of this letter and that neither the Company nor any other person or entity has any other future obligations to you thereunder.

Notwithstanding the termination of the Letter Agreement, you acknowledge and agree that the following sentences shall survive:

You expressly promise to abide by all obligations to all other current or former employers and other third parties in the course of performing your services for the Company. In addition, you promise that you will not provide the Company with any confidential, proprietary or legally protected information belonging to any current or former employer or other third party and in no circumstances will you use or disclose such information in the course of your employment with the Company. If you have any questions about the ownership of particular documents or other information, you should discuss such questions with your current or former employer(s) before removing or copying the documents or information.

You further acknowledge and agree that (i) you have fully read, understand and voluntarily enter into this Participation Agreement and (ii) you have had a sufficient opportunity to consult with your personal tax, financial planning advisor and attorney about the tax, financial and legal consequences of your participation in the Plan before signing this Participation Agreement.

Unless otherwise defined herein, capitalized terms used in this Participation Agreement shall have the meanings set forth in the Plan. This Participation Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Please execute this Participation Agreement in the space provided below and send a fully executed copy to Newton W. Wilson III no later than March 13, 2020.

[Signature Page Follows]

Sincerely,

PROPETRO SERVICES, INC.

By: /s/ Anthony Best

Name: Anthony Best

Title: Lead Independent Director

AGREED AND ACCEPTED

this 13th day of March, 2020 by:

/s/ Phillip A. Gobe

Phillip A. Gobe

Signature Page to
Participation Agreement

ANNEX A

**PROPETRO SERVICES, INC.
EXECUTIVE SEVERANCE PLAN**

[See attached.]

ANNEX A

ProPetro Announces New Executive Leadership Appointments, Promotions

Phillip A. Gobe Succeeds Dale Redman as CEO

Company Reaffirms Preliminary Unaudited Fourth Quarter Financial Results and Reschedules Fourth Quarter and Full Year 2019 Earnings Release and Conference Call

MIDLAND, Texas, March 16, 2020 – ProPetro Holding Corp. (“ProPetro” or the “Company”) (NYSE: PUMP) today announced a number of internal promotions and changes to its Executive Leadership Team and reaffirmed its preliminary unaudited financial results for the fourth quarter of 2019.

Management Appointments & Promotions

Current Executive Chairman Phillip A. Gobe has been named Chairman and Chief Executive Officer, succeeding Dale Redman as CEO, who has resigned from the Company. Sam Sledge, formerly Vice President of Finance, Corporate Development and Investor Relations, has been named Chief Strategy and Administrative Officer, which in addition includes assuming the responsibilities of Chief Administrative Officer, Jeffrey Smith, who will serve as Special Advisor to the CEO. Sam will report to Darin G. Holderness, Interim CFO. Adam Muñoz, formerly Vice President of Frac Services, has been named Senior Vice President of Operations and will report to David Sledge, Chief Operating Officer. All changes are effective immediately.

“The actions we are taking reflect the deep and talented management team at ProPetro and the Board’s commitment to fostering a strong and lasting governance culture,” said Gobe. “I am looking forward to working closely with our senior leadership and outstanding employees to realize our full potential while continuing to build on the Company’s competitive spirit.”

“Sam and Adam have been with ProPetro for a substantial period of time and are committed to our continued execution of the Company’s differentiated service offering and operational excellence,” Gobe continued. “I am confident this succession planning positions ProPetro to have strong and experienced leaders in place for years to come as we continue to capitalize on our position as a leading provider of pressure pumping services in the Permian Basin.”

Gobe concluded, “On behalf of the Board of Directors, we would like to thank Dale for building a strong organization while continually recruiting and maintaining first class talent that will allow the Company to continue to take advantage of its market position.”

Executive Bios

Sam Sledge has significant experience with ProPetro having joined the Company in 2011. He has served in various capacities throughout his tenure such as a Frac Technical Specialist and Technical Operations Manager where his duties included quality control, planning and logistics, and the development of the engineering program. Sam has most recently served as the Vice President of Finance, Corporate Development, and Investor Relations where his responsibilities included financial planning and analysis, strategic initiatives and investor relations. Sam received a Bachelor of Business Administration and a Masters of Business Administration from Baylor University.

Adam Muñoz joined the Company in 2010 to initiate ProPetro's Permian pressure pumping operation. Prior to joining ProPetro, Adam held sales and operations roles at Frac Tech Services and Weatherford International. Since joining ProPetro, Adam has served as the Director of Business Development and Technical Services where he was responsible for overseeing the growth of the hydraulic fracturing operations as well as managing the department's day-to-day technical services. Adam has most recently served as the Vice President of Frac Services where his duties included leading the hydraulic fracturing division through specific efforts to increase operational efficiencies and maximize financial productivity. Adam received a Bachelor of Business Marketing from the University of Texas at the Permian Basin.

Other Items

Management continues to provide information to its independent registered public accounting firm in order to allow it to evaluate the sufficiency of the scope of the internal review and associated findings, as well as the Company's proposed remediation plan. Management is working to complete its preparation of quarterly and annual financial statements to allow its independent registered public accounting firm to perform quarterly reviews and an audit of the financial statements as of and for the year ended December 31, 2019. The Company cannot currently predict when this process will be completed. The Company continues to work diligently to become current in its filing obligations with the Securities and Exchange Commission ("SEC") as soon as reasonably practicable, and it currently expects to do so prior to the expiration of the additional trading period granted by the NYSE on July 15, 2020.

As previously disclosed, the audit committee and management have not identified to date any items that would require revision or restatement of the Company's previously reported balance sheets, statements of operations, statements of shareholders' equity or statements of cash flows.

ProPetro has filed a Current Report on Form 8-K today that provides additional information regarding the management changes described above and other matters.

Rescheduling of Full Year and Fourth Quarter Earnings Release Date and Conference Call

The Company reaffirmed its preliminary unaudited fourth quarter results announced on February 24, 2020. ProPetro now plans to issue its full year and fourth quarter 2019 earnings release on Tuesday, March 31, 2020 after the close of trading and host a conference call on Wednesday, April 1, 2020 at 8:00 AM Central Time to discuss its results.

To access the conference call, U.S. callers may dial toll free 1-844-340-9046 and international callers may dial 1-412-858-5205. Please call ten minutes ahead of the scheduled start time to ensure a proper connection. The call will also be webcast on ProPetro's web site, www.propetroservices.com.

A replay of the conference call will be available for one week following the call and can be accessed toll free by dialing 1-877-344-7529 for U.S. callers, 1-855-669-9658 for Canadian callers, as well as 1-412-317-0088 for international callers. The access code for the replay is 10131732.

About ProPetro

ProPetro Holding Corp. is a Midland, Texas-based oilfield services company providing pressure pumping and other complementary services to leading upstream oil and gas companies engaged in the exploration and production of North American unconventional oil and natural gas resources. For more information visit www.propetroservices.com.

Forward-Looking Statements

Except for historical information contained herein, the statements in this news release are forward-looking statements that are made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are subject to a number of risks and uncertainties that may cause actual events and results to differ materially from the forward-looking statements. Such risks and uncertainties include those described in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, particularly the "Risk Factors" sections of such filings, and other filings with the SEC. In addition, the Company may be subject to currently unforeseen risks that may have a materially adverse impact on it, including matters related to the audit committee's internal review, the shareholder litigation and the SEC investigation. Accordingly, no assurances can be given that the actual events and results will not be materially different than the anticipated results described in the forward-looking statements. Readers are cautioned not to place undue reliance on such forward-looking statements and are urged to carefully review and consider the various disclosures made in the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and other filings made with the SEC from time to time that disclose risks and uncertainties that may affect the Company's business. The forward-looking statements in this news release are made as of the date of this news release. ProPetro does not undertake, and expressly disclaims, any duty to publicly update these statements, whether as a result of new information, new developments or otherwise, except to the extent that disclosure is required by law.

ProPetro Holding Corp

Sam Sledge, 432-688-0012

Chief Strategy and Administrative Officer

sam.sledge@propetroservices.com
