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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission File Number: 001-38035

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

Delaware	**26-3685382**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

One Marienfeld Place, 110 N. Marienfeld Street, Suite 300, Midland, Texas 79701
(Address of principal executive offices) (Zip Code)

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

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 (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of the registrant's common shares, par value $0.001 per share, outstanding at July 24, 2026, was 122,823,917.

PROPETRO HOLDING CORP.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this "Form 10-Q") contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Form 10-Q are forward-looking statements. Forward-looking statements are all statements other than statements of historical fact, and give our expectations or forecasts of future events as of the effective date of this Form 10-Q. Words such as "may," "could," "plan," "project," "budget," "predict," "pursue," "target," "seek," "objective," "believe," "expect," "anticipate," "intend," "estimate," "will," "should," "continue" and similar expressions are generally used to identify forward-looking statements. These statements include, but are not limited to statements about our business strategy, industry, future profitability, future capital expenditures, our fleet conversion strategy, our power generation business development strategy and our share repurchase program. Such statements are subject to risks and uncertainties, many of which are difficult to predict and generally beyond our control, that could cause actual results to differ materially from those implied or projected by the forward-looking statements. Factors that could cause our actual results to differ materially from those contemplated by such forward-looking statements include:

- changes in general economic and geopolitical conditions, including as a result of regulatory changes by the current presidential administration, central bank policy actions and associated liquidity risks and other factors, higher interest rates, the rate of inflation, a potential economic recession and potential changes in United States' trade policy, including the imposition of tariffs and the resulting consequences;
- the severity and duration of any world events and armed conflict, including the war between Israel, Iran and the United States, the Russian-Ukraine war, events in Venezuela, and associated repercussions to supply and demand for oil and gas and the economy generally;
- the actions taken by the members of the Organization of the Petroleum Exporting Countries ("OPEC"), United Arab Emirates and Russia (together with OPEC and other allied producing countries, "OPEC+") with respect to oil production levels and announcements of potential changes in such levels, including the ability of the OPEC+ countries to agree on and comply with supply limitations;
- governmental actions, such as executive orders or new regulations, including climate-related regulations, that may negatively impact the future production of oil and natural gas in the United States and may adversely affect our future operations;
- the level of production and resulting market prices for crude oil, natural gas and other hydrocarbons;
- the effects of existing and future laws and governmental regulations (or the interpretation thereof) on us, our suppliers and our customers;
- cost increases and supply chain constraints related to our services, including any delays and/or supply chain disruptions due to increased hostilities in the Middle East or increased tariffs;
- competitive conditions in our industry;
- our ability to attract and retain employees;
- changes in the long-term supply of, and demand for, oil and natural gas;
- actions taken by our customers, suppliers, competitors and third-party operators and the possible loss of customers or work to our competitors;
- our ability to successfully implement our business plan, including execution of potential mergers and acquisitions;
- our ability to successfully grow our power generation business line;
- technological changes, including lower emissions energy service equipment and similar advancements;
- the development of alternative power generation technologies or increased grid capacity that could reduce the demand for our services;
- changes in the availability and cost of capital that impact the price and availability of debt and equity financing (including higher interest rates) for us and our customers;
- large or multiple customer defaults, including defaults resulting from actual or potential insolvencies;
- the effects of consolidation on our customers or competitors;
- our ability to complete growth projects on time and on budget;

- increases in tax rates or types of taxes enacted that specifically impact exploration and production ("E&P") and related operations resulting in changes in the amount of taxes owed by us;
- regulatory and related policy actions intended by federal, state and/or local governments to reduce fossil fuel use and associated carbon emissions, or to drive the substitution of renewable forms of energy for oil and gas, that may over time reduce demand for oil and gas and therefore the demand for our services;
- new or expanded regulations that materially limit our customers' access to federal and state lands for oil and gas development, thereby reducing demand for our services in the affected areas;
- growing demand for electric vehicles that result in reduced demand for gasoline and therefore the demand for our services;
- our ability to successfully implement technological developments and enhancements, including our Tier IV Dynamic Gas Blending ("DGB") dual-fuel and FORCE® electric-powered hydraulic fracturing equipment, power generation equipment, and other lower-emissions equipment we may acquire or that may be sought by our customers;
- the projected timing, purchase price and number of shares purchased under our share repurchase program, the sources of funds under the share repurchase program and the impacts of the share repurchase program;
- operating hazards, natural disasters, weather-related delays, casualty losses and other matters beyond our control, such as fires, which risks may be self-insured, or may not be fully covered under our insurance programs;
- exposure to cyber-security events which could cause information theft, data corruption, operational disruptions, reputational harm and/or financial loss;
- acts of terrorism, war or political or civil unrest in the United States or elsewhere; and
- the effects of current and future litigation.

Whether actual results and developments will conform with our expectations and predictions contained in forward-looking statements is subject to a number of risks and uncertainties which could cause actual results to differ materially from such expectations and predictions, including, without limitation, in addition to those specified in the text surrounding such statements, the risks described under Part II, Item 1A, "Risk Factors" in this Form 10-Q and elsewhere throughout this report, the risks described under Part I, Item 1A, "Risk Factors" in our Form 10-K for the year ended December 31, 2025 (the "Form 10-K"), filed with the United States Securities and Exchange Commission (the "SEC") and elsewhere throughout that report, and other risks, many of which are beyond our control.

Readers are cautioned not to place undue reliance on our forward-looking statements, which are made as of the date of this Form 10-Q. We do not undertake, and expressly disclaim, any duty to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by applicable securities laws. Investors are also advised to carefully review and consider the various risks and other disclosures discussed in our SEC reports, including the risk factors described in the Form 10-K.

PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

PROPETRO HOLDING CORP.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)
(Unaudited)

	June 30, 2026	December 31, 2025
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 783,958	$ 91,334
Accounts receivable - net of allowance for credit losses of $0 and $0, respectively	232,768	200,753
Inventories	23,028	13,323
Prepaid expenses	12,110	19,896
Other current assets	3,051	1,398
Total current assets	1,054,915	326,704
PROPERTY AND EQUIPMENT - net of accumulated depreciation	876,207	793,475
OPERATING LEASE RIGHT-OF-USE ASSETS	69,629	99,787
FINANCE LEASE RIGHT-OF-USE ASSETS	1,762	10,637
OTHER NONCURRENT ASSETS:		
Intangible assets - net of amortization	50,751	55,476
Other noncurrent assets	6,567	4,811
Total other noncurrent assets	57,318	60,287
TOTAL ASSETS	$ 2,059,831	$ 1,290,890
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 121,178	$ 115,009
Accrued and other current liabilities	64,671	65,981
Interim debt - net of debt issuance costs	10,915	2,113
Current maturities of long-term debt - net of debt issuance costs	21,387	13,844
Operating lease liabilities	36,707	43,572
Finance lease liabilities	2,906	12,442
Total current liabilities	257,764	252,961
DEFERRED INCOME TAXES	55,724	63,433
LONG-TERM DEBT - net of debt issuance costs and current maturities	764,941	105,613
NONCURRENT OPERATING LEASE LIABILITIES	20,888	35,641
NONCURRENT FINANCE LEASE LIABILITIES	147	—
OTHER LONG-TERM LIABILITIES	2,942	3,400
Total liabilities	1,102,406	461,048
COMMITMENTS AND CONTINGENCIES (Note 13)		
SHAREHOLDERS' EQUITY:		
Preferred stock, $0.001 par value, 30,000,000 shares authorized, none issued, respectively	—	—
Common stock, $0.001 par value, 200,000,000 shares authorized, 122,823,917 and 104,310,266 shares issued, respectively	123	104
Additional paid-in capital	1,037,059	897,739
Accumulated deficit	(79,757)	(68,001)
Total shareholders' equity	957,425	829,842
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 2,059,831	$ 1,290,890

See notes to condensed consolidated financial statements.

PROPETRO HOLDING CORP.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
REVENUE - Service revenue	$ 305,811	$ 326,151	$ 576,496	$ 685,567
COSTS AND EXPENSES				
Cost of services (excluding depreciation and amortization)	233,993	253,173	445,687	517,029
General and administrative expenses (including stock-based compensation)	33,129	28,490	60,283	56,122
Depreciation and amortization	43,463	43,309	84,077	91,990
Loss (gain) on disposal of assets	(1,590)	4,346	(2,330)	14,092
Total costs and expenses	308,995	329,318	587,717	679,233
OPERATING (LOSS) INCOME	(3,184)	(3,167)	(11,221)	6,334
OTHER INCOME (EXPENSE):				
Interest expense	(3,007)	(1,811)	(5,671)	(3,541)
Other income, net	4,009	195	5,395	3,138
Total other income (expense), net	1,002	(1,616)	(276)	(403)
INCOME (LOSS) BEFORE INCOME TAXES	(2,182)	(4,783)	(11,497)	5,931
INCOME TAX (EXPENSE) BENEFIT	(5,931)	(2,372)	(259)	(3,484)
NET (LOSS) INCOME	$ (8,113)	$ (7,155)	$ (11,756)	$ 2,447
NET (LOSS) INCOME PER COMMON SHARE:				
Basic	$ (0.07)	$ (0.07)	$ (0.10)	$ 0.02
Diluted	$ (0.07)	$ (0.07)	$ (0.10)	$ 0.02
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:				
Basic	122,714	103,900	119,829	103,611
Diluted	122,714	103,900	119,829	104,920

See notes to condensed consolidated financial statements.

PROPETRO HOLDING CORP.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands)
(Unaudited)

	Six Months Ended June 30, 2026								
	Common Stock								
	Shares		Amount		Additional Paid-In Capital		Accumulated Deficit		Total
BALANCE - January 1, 2026	104,310	$	104	$	897,739	$	(68,001)	$	829,842
Stock-based compensation cost	—		—		4,671		—		4,671
Issuance of common stock under public equity offering	17,250		17		164,289		—		164,306
Costs related to issuance of common stock under public equity offering	—		—		(932)		—		(932)
Issuance of equity awards, net	1,057		1		(1)		—		—
Tax withholdings paid for net settlement of equity awards	—		—		(5,571)		—		(5,571)
Net loss	—		—		—		(3,643)		(3,643)
BALANCE - March 31, 2026	122,617	$	122	$	1,060,195	$	(71,644)	$	988,673
Stock-based compensation cost	—		—		5,950		—		5,950
Costs related to issuance of common stock under public equity offering	—		—		(272)		—		(272)
Purchase of capped calls related to convertible senior notes, net of deferred tax impact	—		—		(28,879)		—		(28,879)
Issuance of equity awards, net	207		1		91		—		92
Tax withholdings paid for net settlement of equity awards	—		—		(26)		—		(26)
Net loss	—		—		—		(8,113)		(8,113)
BALANCE - June 30, 2026	122,824	$	123	$	1,037,059	$	(79,757)	$	957,425

	Six Months Ended June 30, 2025								
	Common Stock								
	Shares		Amount		Additional Paid-In Capital		Accumulated Deficit		Total
BALANCE - January 1, 2025	102,995	$	103	$	884,995	$	(68,825)	$	816,273
Stock-based compensation cost	—		—		3,337		—		3,337
Issuance of equity awards, net	789		1		(1)		—		—
Tax withholdings paid for net settlement of equity awards	—		—		(2,723)		—		(2,723)
Net income	—		—		—		9,602		9,602
BALANCE - March 31, 2025	103,784	$	104	$	885,608	$	(59,223)	$	826,489
Stock-based compensation cost	—		—		4,733		—		4,733
Issuance of equity awards, net	184		—		—		—		—
Tax withholdings paid for net settlement of equity awards	—		—		(94)		—		(94)
Net income (loss)	—		—		—		(7,155)		(7,155)
BALANCE - June 30, 2025	103,968	$	104	$	890,247	$	(66,378)	$	823,973

See notes to condensed consolidated financial statements.

PROPETRO HOLDING CORP.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2026	**2025**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net (loss) income	$ (11,756)	$ 2,447
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	84,077	91,990
Deferred income tax expense	258	3,531
Amortization of deferred debt issuance costs	941	216
Stock-based compensation	10,621	8,070
Loss (gain) on disposal of assets	(2,330)	14,092
Unrealized gain on short-term investment	—	(314)
Business acquisition contingent consideration adjustments	(500)	(400)
Changes in operating assets and liabilities:		
Accounts receivable	(32,016)	(14,731)
Other current assets	(1,459)	(1,903)
Inventories	(9,705)	(220)
Prepaid expenses	7,786	6,191
Accounts payable	16,855	2,461
Accrued and other current liabilities	6,007	(2,527)
Net cash provided by operating activities	68,779	108,903
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(104,722)	(78,044)
Proceeds from sale of assets	5,509	8,676
Proceeds from note receivable from sale of business	—	844
Net cash used in investing activities	(99,213)	(68,524)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayments of revolving credit facility borrowings	(45,000)	—
Repayments of equipment financing term loans	(8,281)	—
Payments of finance lease obligations	(9,671)	(9,231)
Repayments of insurance financing	—	(2,979)
Payment of debt issuance costs	(24,741)	(425)
Proceeds from issuance of convertible senior notes	690,000	—
Purchase of capped calls related to convertible senior notes	(36,846)	—
Proceeds from issuance of common stock under public equity offering	164,306	—
Payment of costs related to issuance of common stock under public equity offering	(1,204)	—
Proceeds from exercise of equity awards	92	—
Tax withholdings paid for net settlement of equity awards	(5,597)	(2,816)
Payment of excise tax on share repurchases	—	(531)
Net cash provided by (used in) financing activities	723,058	(15,982)
NET INCREASE IN CASH AND CASH EQUIVALENTS	692,624	24,397
CASH AND CASH EQUIVALENTS - Beginning of period	91,334	50,443
CASH AND CASH EQUIVALENTS - End of period	$ 783,958	$ 74,840

See notes to condensed consolidated financial statements.

PROPETRO HOLDING CORP.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

SUPPLEMENTAL CASH FLOWS DISCLOSURE:				
Interest paid - net of amounts capitalized	$	5,335	$	3,472
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:				
Capital expenditures included in accounts payable and accrued liabilities	$	18,675	$	29,136
Equipment purchases financed and corresponding issuances of loans	$	60,370	$	18,910
Leasehold improvements financed by operating lease landlord	$	—	$	350
Deferred tax asset recognized on purchase of capped calls	$	7,967	$	—

See notes to condensed consolidated financial statements.

Note 1 - Basis of Presentation

The accompanying condensed consolidated financial statements of ProPetro Holding Corp. and its subsidiaries (the "Company," "we," "us" or "our") have been prepared in accordance with the requirements of the United States Securities and Exchange Commission ("SEC") for interim financial information and do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America ("GAAP") for annual financial statements. Those adjustments (which consisted of normal recurring accruals) that are, in the opinion of management, necessary for a fair presentation of the results of the interim periods have been made. Results of operations for such interim periods are not necessarily indicative of the results of operations for a full year due to changes in market conditions and other factors. The condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto for the year ended December 31, 2025, included in our Form 10-K filed with the SEC (our "Form 10-K").

Revenue Recognition

The Company’s services are sold based upon contracts with customers. The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer.

Hydraulic fracturing is an oil well completion technique, which is part of the overall well completions process. It is a well-stimulation technique intended to optimize hydrocarbon flow paths during the completion phase of shale wellbores. The process involves the injection of water, sand and chemicals under high pressure into shale formations. Our hydraulic fracturing contracts with our customers have one performance obligation, which is the contracted total stages, satisfied over time. We recognize revenue over time using a progress output, unit-of-work performed method, which is based on the agreed fixed transaction price and actual stages completed. We believe that recognizing revenue based on actual stages completed accurately depicts how our hydraulic fracturing services are transferred to our customers over time.

Acidizing, which is part of our hydraulic fracturing operating segment, involves a well-stimulation technique where acid or similar chemicals are injected under pressure into formations to form or expand fissures. Our acidizing contracts have one performance obligation, satisfied at a point-in-time, upon completion of the contracted service or sale of the acid or chemical when control is transferred to the customer. Jobs for these services are typically short term in nature, with most jobs completed in less than a day. We recognize acidizing revenue at a point-in-time, upon completion of the performance obligation.

Wet sand solutions, which is part of our hydraulic fracturing operating segment, involve providing onsite storage and handling of wet sand used in the completion phase of shale wellbores. We recognize revenue from the sale of wet sand, location services and transportation services over time using a progress output, unit-of-work performed method, which is based on the agreed fixed transaction price, fixed units per stage and actual stages completed.

Our cementing services use pressure pumping equipment to deliver a slurry of liquid cement that is pumped down a well between the casing and the borehole. Our cementing contracts have one performance obligation, satisfied at a point-in-time, upon completion of the contracted service when control is transferred to the customer. Jobs for these services are typically short term in nature, with most jobs completed in less than a day. We recognize cementing revenue at a point-in-time, upon completion of the performance obligation.

Wireline services (including pumpdown) are oil well completion techniques, which are part of the well completions process. Our wireline services utilize equipment with a drum of wireline to deploy perforating guns in the well to perforate the casing, cement, and formation. Once the well is perforated, the well can be fractured. Pumpdown utilizes pressure pumping equipment to pump water into the well to deploy perforating guns attached to wireline through the lateral section of a well. Our wireline contracts with our customers have one performance obligation, which is the contracted total stages, satisfied over time. We recognize revenue over time using a progress output, unit-of-work performed method, which is based on the agreed fixed transaction price and actual stages completed. We believe that recognizing revenue based on actual stages completed accurately depicts how our wireline services are transferred to our customers over time. In addition, certain of our wireline equipment is entitled to daily equipment charges while the equipment is on the customers' locations. The Company recognizes revenue related to daily equipment charges on a daily basis as the performance obligations are met.

Our power generation arrangements involve providing turnkey power generation services to oil and gas producers and non-oil and gas applications such as data centers and general industrial projects using mobile power generation equipment installed at customers’ sites. The Company evaluates whether the use of its power generation equipment installed at customers’ sites to provide power generation services represents a lease in accordance with FASB ASC Topic 842, *Leases*. As discussed further in "Note 11 - Leases", for power generation equipment installed at customers’ sites in conjunction with providing power

Note 1 - Basis of Presentation (Continued)

generation services, the Company accounts for lease and nonlease components of power generation arrangements as a single performance obligation and accounts for the combined component in accordance with FASB ASC Topic 606, *Revenue from Contracts with Customers*, since power generation services (nonlease components) represent the predominant component. The Company accounts for revenue earned in the form of variable consideration related to power generation output in accordance with the guidance on variable consideration in FASB ASC Topic 606. The Company recognizes its power services revenues over time based on the agreed fixed transaction price and the greater of actual output of power produced or the minimum agreed quantity of output, and any variable consideration from output of power produced in excess of the minimum agreed quantity of output. The Company recognizes revenue related to other ancillary services over time as customers simultaneously receive and consume the benefits.

The transaction price for each performance obligation for all our completion services and our power generation services is fixed per our contracts with our customers.

The Company assesses customers' ability and intention to pay, which is based on a variety of factors including historical payment experience and financial condition. Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 30 to 60 days.

Accounts Receivable

Accounts receivable are stated at the amount billed and billable to customers.

The table below shows a summary of accounts receivable:

(in thousands)

	June 30, 2026	December 31, 2025	June 30, 2025	December 31, 2024
Amounts billed to customers - net of allowance for credit losses	$ 164,986	$ 171,812	$ 153,545	$ 148,783
Accrued revenue (unbilled receivable)	67,782	28,941	57,180	47,211
Total accounts receivable - net of allowance for credit losses	$ 232,768	$ 200,753	$ 210,725	$ 195,994
Transaction price allocated to the remaining performance obligation for our partially completed hydraulic fracturing and wireline operations [(1)]	$ 38,835	$ 31,558	$ 24,727	$ 38,708

(1) The remaining performance obligation at June 30, 2026 is expected to be completed and recognized as revenue within one month following the current period balance sheet date. The remaining performance obligations at the remaining dates were recorded as revenue within one month following those dates.

Allowance for Credit Losses

As of June 30, 2026, the Company had no allowance for credit losses. Our allowance for credit losses is based on the evaluation of both our historic collection experience and the economic outlook for the oil and gas industry. We evaluated the historic loss experience on our accounts receivable and separately considered customers with receivable balances that may be negatively impacted by current or future economic developments and market conditions. While the Company has not experienced significant credit losses in the past and has not yet seen material adverse changes to the payment patterns of its customers, the Company cannot predict with any certainty the degree to which the impacts of depressed economic activities, including the potential impact of periodically adjusted borrowing base limits, level of hedged production, or unforeseen well shut-downs may affect the ability of its customers to timely pay receivables when due. Accordingly, in future periods, the Company may revise its estimates of expected credit losses.

Note 1 - Basis of Presentation (Continued)

The table below shows a summary of allowance for credit losses:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Beginning balance	$ —	$ —	$ —	$ —
Provision for credit losses during the period	—	—	—	—
Write-off during the period	—	—	—	—
Ending balance	**$ —**	$ —	**$ —**	$ —

Contract Assets and Liabilities

Contract assets include amounts billed to customers and accrued revenue discussed in the "Accounts Receivable" section above and costs incurred to fulfill contracts with customers for our power generation services which are initially capitalized as assets and are presented in other current assets or other noncurrent assets in our condensed consolidated balance sheets. Costs incurred to fulfill contracts with customers are amortized to other direct costs within cost of services in our condensed consolidated statements of operations on a straight-line basis over a period from the inception of service or the occurrence of the cost, whichever comes last, to the end of the contracted term for power generation services. We believe that the straight-line method is consistent with the pattern of revenue recognition for contracted power generation services. As of June 30, 2026, we had incurred costs to fulfill contracts with customers of $2.4 million in other current assets and $0.1 million in other noncurrent assets. As of December 31, 2025, June 30, 2025, and December 31, 2024, we had no assets related to costs incurred to fulfill contracts with customers. We recognized $0.2 million and $0.3 million, respectively, of amortization to other direct costs for the three and six months ended June 30, 2026.

Contract liabilities include (i) cash advances from a customer in connection with our contract with the customer to provide FORCE® electric-powered hydraulic fracturing equipment and services and (ii) upfront payments from customers in connection with our contracts to provide power generation services. These amounts received from customers will be credited towards the customers' invoices as our revenue performance obligations are met over the contract period. The cash advances and upfront payments received represent contract liabilities in connection with the performance of certain completion services and power generation services.

The table below shows a summary of our contract liabilities:

(in thousands)	June 30, 2026	December 31, 2025	June 30, 2025	December 31, 2024
Cash advances and upfront payments received from customers - outstanding balance (1)	$ 7,380	$ 8,104	$ 8,333	$ 11,823

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue recognized from cash advances and upfront payments received balances outstanding at the beginning of period	$ 1,645	$ 1,381	$ 3,319	$ 3,124

(1) These balances are included in accrued and other current liabilities in our condensed consolidated balance sheets and are accounted for under FASB ASC Topic 606, *Revenue from Contracts with Customers*. The Company expects to recognize the amount outstanding as of June 30, 2026 as revenue within one year following the current period balance sheet date.

Note 1 - Basis of Presentation (Continued)

Convertible Notes

On May 7, 2026, we issued $690.0 million in aggregate principal amount of our 0.00% convertible senior notes due 2031 (the "Convertible Notes") pursuant to a private placement (the "Notes Offering"). Our Convertible Notes are classified as convertible debt instruments recorded as liabilities in accordance with FASB ASC Topic 470-20, *Debt with Conversion and Other Options*, and are initially recognized at their principal amount, net of debt issuance costs and any discounts. Debt issuance costs and discounts are amortized to interest expense over the term of the instrument using the effective interest method. We evaluate each instrument to determine its classification as debt or equity and assess whether embedded features, such as conversion options, require bifurcation and separate accounting as derivatives under FASB ASC Topic 815-15, *Embedded Derivatives*. Bifurcation is required if these features are not clearly and closely related to the host contract and do not meet the scope exception criteria under FASB ASC Topic 815-40, *Contracts in Entity's Own Equity*. Upon conversion, the carrying amount of the debt is reduced, and the settlement is accounted for based on the terms of the instrument, which may include issuance of common stock, cash payment, or a combination thereof. Interest expense includes special interest and additional interest, if any, and the amortization of debt issuance costs and discounts.

Depreciation and Amortization

Depreciation and amortization comprised the following:

(in thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Depreciation and amortization related to cost of services	$ 41,095	$ 40,926	$ 79,341	$ 87,223
Depreciation and amortization related to general and administrative expenses	2,368	2,383	4,736	4,767
Total depreciation and amortization	$ 43,463	$ 43,309	$ 84,077	$ 91,990

Income Taxes

For the three and six months ended June 30, 2026, we utilized the discrete effective tax rate method as allowed by FASB ASC Topic 740-270-30-18, *Income Taxes - Interim Reporting* to calculate the interim tax provision. The discrete method treats the year to date period as if it was the annual period and determines the income tax expense or benefit on that basis. We believe that, at this time, the use of this discrete method is more appropriate than the annual effective tax rate method as the annual effective tax rate is not reliable because small changes in estimated “ordinary” income would result in significant changes in the estimated annual effective tax rate. For the three and six months ended June 30, 2025, the annual effective tax rate method was utilized.

Total income tax expense was $5.9 million on pre-tax loss resulting in an effective tax rate of (271.8)% for the three months ended June 30, 2026, as compared to income tax expense of $2.4 million on pre-tax loss or an effective tax rate of (49.6)% for the three months ended June 30, 2025. The change in income tax expense recorded during the three months ended June 30, 2026, compared to the three months ended June 30, 2025, is primarily attributable to the impact of nondeductible expenses and state taxes on pre-tax book loss for 2026, compared to 2025. Total income tax expense was $0.3 million on pre-tax loss resulting in an effective tax rate of (2.3)% for the six months ended June 30, 2026, as compared to income tax expense of $3.5 million on pre-tax income or an effective tax rate of 58.7% for the six months ended June 30, 2025. The change in income tax expense recorded during the six months ended June 30, 2026, compared to the six months ended June 30, 2025, is primarily attributable to the difference in the impact of nondeductible expenses, state taxes, and valuation allowances on pre-tax loss for 2026, as compared to pre-tax income in 2025.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA"), was enacted into law in the United States. The OBBBA contains several changes to corporate taxation including modifications to capitalization of research and development expenses, changes to limitations on deductions for interest expense and acceleration of fixed asset depreciation. These provisions did not have a material impact on the Company's effective tax rate for the six months ended June 30, 2026.

Note 2 - Recently Issued Accounting Standards

Recently Issued Accounting Standards Adopted in 2026

In July 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This ASU provides a practical expedient permitting an entity to assume that conditions at the balance sheet date remain unchanged over the life of the asset when estimating expected credit losses for current accounts receivable and current contract assets. ASU 2025-05 is effective for annual periods beginning after December 15, 2025, including interim periods within those fiscal years. Although early adoption was permitted, we adopted the practical expedient under this ASU prospectively on January 1, 2026, and this ASU did not have a material effect on our condensed consolidated financial statements.

Recently Issued Accounting Standards Not Yet Adopted

In October 2023, the FASB issued ASU No. 2023-06, *Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative*. This ASU incorporates certain SEC disclosure requirements into the FASB Accounting Standards Codification ("Codification" or "ASC"). The amendments in the ASU represent changes to clarify or improve disclosure and presentation requirements of a variety of Codification topics, allow users to more easily compare entities subject to the SEC's existing disclosures with those entities that were not previously subject to the requirements, and align the requirements in the Codification with the SEC's regulations. ASU 2023-06 will become effective for each amendment on the effective date of the SEC's corresponding disclosure rule changes. We do not expect ASU No. 2023-06 to have a material impact on our condensed consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement: Reporting Comprehensive Income: Expense Disaggregation Disclosures (Subtopic 220-40)*, which requires public business entities to disclose, in the notes to financial statements, additional information about specific expense categories in the notes to financial statements at interim and annual reporting periods. In January 2025, the FASB issued ASU No. 2025-01, *Clarifying the Effective Date*, which revised the effective date of ASU No. 2024-03 for interim periods. The guidance is effective for annual periods beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. We are currently assessing the impact of ASU 2024-03 and ASU 2025-01 on our condensed consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. This ASU updates the guidance for capitalization of internal-use software development costs by removing all references to software development project stages and providing new guidance on how to evaluate whether the probable-to-complete recognition threshold has been met. This ASU is effective for annual periods beginning after December 15, 2027, including interim periods within those fiscal years. Early adoption is permitted, but we do not expect to early adopt ASU No. 2025-06. We are currently assessing the impact of this ASU on our condensed consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-11, *Interim Reporting (Topic 270): Narrow-Scope Improvements*. The amendments in this ASU clarify interim disclosure requirements and the applicability of Topic 270 and provide a comprehensive list of interim disclosures that are required by GAAP. The amendments in this ASU also include a disclosure principle that requires entities to disclose events since the end of the last annual reporting period that have a material impact on the entity. The intent of the disclosure principle is to help entities determine whether disclosures not specified in Topic 270 should be provided in interim reporting periods. The amendments in this ASU also clarify the applicability of Topic 270, the types of interim reporting, and the form and content of interim financial statements in accordance with GAAP. This ASU is effective for interim periods within annual periods beginning after December 15, 2027. Early adoption is permitted, but we do not expect to early adopt ASU No. 2025-11. We plan to adopt this ASU for our interim period beginning on January 1, 2028, and we do not expect it to have a material effect on our condensed consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-12, *Codification Improvements*. The amendments in this ASU address stakeholder suggestions on the ASC and make other incremental improvements to GAAP. The amendments make ASC updates to a broad range of topics arising from technical corrections, unintended application of the ASC, clarifications, and other minor improvements. This ASU is effective for annual periods beginning after December 15, 2026, including interim periods within those fiscal years. Early adoption is permitted, but we do not expect to early adopt ASU No. 2025-12. We plan to adopt this ASU for our fiscal year beginning on January 1, 2027, and we do not expect it to have a material effect on our condensed consolidated financial statements.

Note 3 - Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date.

In determining fair value, the Company uses various valuation approaches and establishes a hierarchy for inputs used in measuring fair value that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used, when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions other market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the observability of inputs as follows:

Level 1 — Valuations based on quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Valuation adjustments and block discounts are not applied to Level 1 instruments. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these instruments does not entail a significant degree of judgment.

Level 2 — Valuations based on one or more quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

Level 3 — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The fair values of cash and cash equivalents, accounts receivable, accounts payable, accrued and other current liabilities, and long-term debt are estimated to be approximately equivalent to carrying amounts as of June 30, 2026 and December 31, 2025 and have been excluded from the table below.

Assets and liabilities measured at fair value on a recurring basis are set forth below:

(in thousands)

		Estimated fair value measurements		
	Balance	**Quoted prices in active market (Level 1)**	**Significant other observable inputs (Level 2)**	**Significant other unobservable inputs (Level 3)**
June 30, 2026:				
Business acquisition contingent consideration payable	$ 2,900	$ —	$ —	$ 2,900
December 31, 2025:				
Business acquisition contingent consideration payable	$ 3,400	$ —	$ —	$ 3,400

Short-term investment— On October 27, 2025, the Company sold its short-term investment in 2.6 million common shares of STEP Energy Services Ltd. ("STEP"), which it received in 2022 as part of the consideration for the sale of its coiled tubing assets to STEP. Prior to the sale, the shares were accounted for as an investment in equity securities measured at fair value using Level 1 inputs based on observable prices on the Toronto Stock Exchange and were shown under current assets in our condensed consolidated balance sheets. The fluctuation in stock price resulted in an unrealized gain of $0.1 million and $0.3 million for the three and six months ended June 30, 2025, respectively. Included in the unrealized gain for the three and six months ended June 30, 2025 was a gain of $0.4 million and $0.4 million respectively, resulting from non-cash foreign currency translation.

Note 3 - Fair Value Measurements (Continued)

Business acquisition contingent consideration payable— On May 31, 2024, the Company completed the acquisition of all of the outstanding equity interests in Aqua Prop, LLC ("AquaProp") in exchange for $13.7 million of cash, $3.7 million of deferred cash consideration payable to AquaProp's seller by May 31, 2025, the payoff of $7.2 million of assumed debt, the payment of $0.3 million of certain transaction costs and estimated contingent consideration of $10.9 million. The contingent consideration payable was measured at fair value using Level 3 inputs based on the probability-weighted expected return method and is included within other long-term liabilities in our condensed consolidated balance sheets. The fair value of the contingent consideration payable is remeasured at the end of each reporting period using the probability-weighted expected return method. As of June 30, 2026, the estimated fair value of the contingent consideration payable was $2.9 million resulting in a $0.5 million decrease from December 31, 2025. The decrease in the estimated fair value of the contingent consideration payable was primarily driven by updated projections regarding the probability of different scenarios and the amount and timing of additional equipment to be delivered by the seller under those scenarios. Increases or decreases in any valuation inputs in isolation may result in a significantly lower or higher fair value measurement in the future.

The following table presents a reconciliation of the beginning and ending balances of the fair value measurements using significant unobservable inputs (Level 3):

(in thousands)	**June 30, 2026**	**December 31, 2025**
Business acquisition contingent consideration payable - opening balance	$ 3,400	$ 8,300
Addition	—	—
Decrease in estimated fair value (1)	(500)	(4,900)
Business acquisition contingent consideration payable - closing balance	$ 2,900	$ 3,400

(1) The decrease in the estimated fair value of the business acquisition contingent consideration payable is included in general and administrative expenses in our condensed consolidated statements of operations for the six months ended June 30, 2026 and the year ended December 31, 2025.

Assets Measured at Fair Value on a Nonrecurring Basis

Certain assets and liabilities are measured at fair value on a nonrecurring basis. These items are not measured at fair value on an ongoing basis but may be subject to fair value adjustments in certain circumstances.

Whenever events or circumstances indicate that the carrying value of long-lived assets may not be recoverable, the Company reviews the carrying values of long-lived assets, such as property, equipment and other assets, to determine if they are recoverable. If any long-lived assets are determined to be unrecoverable, an impairment expense is recorded in the period. No impairment of property and equipment was recorded during the three and six months ended June 30, 2026 and 2025.

Goodwill is included in other noncurrent assets in our condensed consolidated balance sheets. As of June 30, 2026 and December 31, 2025, we had goodwill with a carrying amount of $0.9 million and $0.9 million, respectively. There were no additions to goodwill during the three and six months ended June 30, 2026 and 2025. The hydraulic fracturing operating segment (which is also considered a reporting unit) is the only segment with goodwill at June 30, 2026 and December 31, 2025. There were no goodwill impairment losses during the three and six months ended June 30, 2026 and 2025, respectively.

There were no assets or liabilities subject to nonrecurring fair value measurements during the three months ended June 30, 2026 or 2025.

Note 4 - Intangible Assets

Intangible assets acquired consist of trademark/trade names, customer relationships, favorable contracts and internally developed software. Trademark/trade names are amortized on a straight-line basis over useful lives of ten and fifteen years. Customer relationships are amortized on a straight-line basis over useful lives of six and ten years. Favorable contracts are amortized on a straight-line basis over useful lives of thirty months and five years. Internally developed software is amortized on a straight-line basis over a useful life of twenty-nine months. Amortization expense included in net loss for the three and six months ended June 30, 2026 was $2.4 million and $4.7 million, respectively. Amortization expense included in net loss for the three months ended June 30, 2025 was $2.4 million. Amortization expense included in net income for the six months ended June 30, 2025 was $4.8 million.

Note 4 - Intangible Assets (Continued)

The Company’s intangible assets subject to amortization consisted of the following:

(in thousands)

	June 30, 2026	December 31, 2025
Intangible assets acquired:		
Trademark/trade names	$ 12,100	$ 12,100
Customer relationships	65,100	65,100
Favorable contracts	2,210	2,210
Internally developed software	81	81
Total intangible assets acquired	79,491	79,491
Accumulated amortization:		
Trademark/trade name	(4,141)	(3,557)
Customer relationships	(23,508)	(19,633)
Favorable contracts	(1,042)	(792)
Internally developed software	(49)	(33)
Total accumulated amortization	(28,740)	(24,015)
Intangible assets — net	$ 50,751	$ 55,476

Estimated remaining amortization expense for each of the subsequent fiscal years is expected to be as follows:

(in thousands)

Year	Estimated future amortization expense
Remainder of 2026	$ 4,716
2027	9,315
2028	9,301
2029	9,077
2030	7,108
2031 and beyond	11,234
Total	$ 50,751

The average amortization period for our remaining intangible assets is approximately 5.8 years.

Note 5 - Interim and Long-Term Debt

Asset-Based Loan Credit Facility

The Company is party to an amended and restated revolving credit facility. Effective May 4, 2026, the Company entered into an amendment to its amended and restated revolving credit facility (as amended, the "ABL Credit Facility"). The amendment increased the borrowing capacity under the ABL Credit Facility from $225.0 million to $350.0 million (subject to the Borrowing Base (as defined below) limit), with an uncommitted accordion in an aggregate amount not to exceed the greater of (i) $150.0 million and (ii) the amount, if any, by which the Borrowing Base exceeds the commitments outstanding under the ABL Credit Facility, subject to usual and customary terms and conditions, and extended the maturity date of the ABL Credit Facility from June 2, 2028 to May 4, 2031. The ABL Credit Facility has a borrowing base of the sum of 85% to 90% of monthly eligible accounts receivable, 80% of eligible unbilled accounts (up to a maximum of 25% of the Borrowing Base), in each case, depending on the credit ratings of our accounts receivable counterparties and as part of the amendment, certain value of eligible power generation equipment (up to a maximum of 35% of the Borrowing Base in the aggregate), less customary reserves (the "Borrowing Base"), as redetermined monthly. The advance rates for such power generation equipment are equal to the lesser of (i) 90% of the book value of such equipment and (ii) 80% of the net orderly liquidation value of such equipment. The amendment also increased the debt basket for leverage-ratio-based indebtedness, capital/finance leases, purchase money debt and other similar indebtedness from $425.0 million to the greater of (i) $600.0 million and (ii) 300% of the Company's consolidated earnings before interest expense, income taxes, depreciation and amortization for its most recently completed four consecutive fiscal quarters, and added a new $690.0 million debt basket for the incurrence of convertible indebtedness. The Borrowing Base as of June 30, 2026, was approximately $131.8 million. The ABL Credit Facility includes a springing fixed charge coverage ratio that applies when excess availability is less than the greater of (i) 10% of the lesser of the facility size or the Borrowing Base or (ii) $15.0 million. Under the ABL Credit Facility we are required to comply, subject to certain exceptions and materiality qualifiers, with certain customary affirmative and negative covenants, including, but not limited to, covenants pertaining to our ability to incur liens or indebtedness, changes in the nature of our business, mergers and other fundamental changes, disposal of assets, investments and restricted payments, amendments to our organizational documents or accounting policies, prepayments of certain debt, dividends, transactions with affiliates, and certain other activities. Borrowings under the ABL Credit Facility are secured by a first priority lien and security interest in substantially all assets of the Company excluding certain mobile natural gas-fueled power generation equipment purchased under the Caterpillar Equipment Loan Agreement (as defined below) and other equipment that may be purchased under other financing arrangements. The Company was in compliance with all covenants as of June 30, 2026.

Borrowings under the ABL Credit Facility accrue interest based on a three-tier pricing grid tied to availability, and we may elect for loans to be based on either the Secured Overnight Financing Rate ("SOFR") or the base rate, plus the applicable margin, which ranges from 1.50% to 2.00% for SOFR loans and 0.50% to 1.00% for base rate loans. For the six months ended June 30, 2026, the weighted average interest rate on our outstanding borrowings under the ABL Credit Facility was 5.64%.

The loan origination costs relating to the ABL Credit Facility are classified as an asset in our condensed consolidated balance sheets. As of June 30, 2026 and December 31, 2025, we had borrowings outstanding under our ABL Credit Facility of $0 and $45.0 million, respectively. After borrowings outstanding and letters of credit of approximately $11.1 million under the ABL Credit Facility, we had approximately $120.7 million available for borrowing under our ABL Credit Facility as of June 30, 2026.

Equipment Financing Arrangements

On April 2, 2025, we entered into a financing arrangement, and on February 6, 2026, we entered into an amendment to this financing arrangement, with Caterpillar Financial Services Corporation (collectively, the "Caterpillar Equipment Loan Agreement") to support the purchase of certain mobile natural gas-fueled power generation equipment, including turbine generator sets along with auxiliary equipment, for our PROPWR® business line, under which the lender (an affiliate of the equipment manufacturer) will fund progress payments beyond the initial down payment on the equipment for a maximum total amount of $157.3 million and provide us interim loans in connection with each progress payment made on our behalf. Such interim loans will accrue interest at a floating rate per annum based on SOFR, plus a 3.85% margin, plus any increase or minus any decrease in the Bloomberg Industrial Single A Total Return Index since November 15, 2024. Such interim loans will be combined and converted to a term loan for each unit of equipment after the final progress payment is funded for such unit. Interest on interim loans is payable on a monthly basis until conversion to term loans. Each term loan will accrue interest at a fixed rate per annum based on the three-year U.S. Treasury rate as of the date of conversion of interim loans to the term loan for each unit of equipment, plus a 3.70% margin, plus any increase or minus any decrease in the Bloomberg Industrial Single A

Note 5 - Interim and Long-Term Debt (Continued)

Total Return Index since November 15, 2024 and will be payable in equal monthly installments over a period not to exceed five years. Each loan will be secured on a first lien basis by equipment collateral and support documents, casualty proceeds and other proceeds or products related thereto, and any proceeds from the equipment loan must be used for payment or reimbursement for the equipment subject to such loan. Each loan will be fully and unconditionally guaranteed by the guarantors set forth in the Caterpillar Equipment Loan Agreement. The weighted average interest rate on our interim loans (short-term loans) as of June 30, 2026 was 7.43%. The weighted average interest rate on our term loans (long-term loans) for the six months ended June 30, 2026 was 7.48%. During the six months ended June 30, 2026, we capitalized $0.6 million of interest on our interim loans.

The debt issuance costs relating to our interim and term loans are presented as a deduction from the carrying amount of the loans in our condensed consolidated balance sheets. Costs incurred before the issuance of such loans are presented as an asset in our condensed consolidated balance sheets. As of June 30, 2026, we had interim loans outstanding of $11.0 million and term loans outstanding of $118.6 million. Interim loans, net of debt issuance costs, are presented as interim debt within current liabilities in our condensed consolidated balance sheets. Current maturities of term loans, net of debt issuance costs, are presented as current maturities of long term debt within current liabilities and long-term portions of term loans, net of debt issuance costs, are presented in long-term debt, respectively, in our condensed consolidated balance sheets. Financed payments from the lender (an affiliate of the equipment manufacturer) are presented as non-cash investing and financing activities within the "Supplemental Disclosure of Non-Cash Investing and Financing Activities" section of our condensed consolidated statements of cash flows. Repayments of term loans are presented as cash outflows under cash flows from financing activities in our condensed consolidated statements of cash flows.

Convertible Senior Notes

On May 7, 2026, the Company issued $690.0 million aggregate principal amount of 0.00% convertible senior notes due 2031, which included the exercise in full of the initial purchasers' option to purchase up to an additional $90.0 million principal amount of the Convertible Notes. The Convertible Notes were issued pursuant to, and are governed by, an indenture dated May 7, 2026, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Indenture"). The Convertible Notes are senior, unsecured obligations of the Company. The Convertible Notes do not bear regular interest, and the principal amount of the Convertible Notes does not accrete. The Convertible Notes will mature on November 15, 2031 (the "maturity date of the Convertible Notes"), unless earlier converted, redeemed or repurchased. Net proceeds from the issuance of the Convertible Notes were approximately $668.5 million after deducting initial purchasers' discounts and commissions and offering expenses paid by the Company, without giving effect to the capped call transactions related to the Convertible Notes. The Company used approximately $36.8 million of the net proceeds to enter into capped call transactions related to the Convertible Notes and intends to use the remainder of the net proceeds to purchase additional power generation equipment and other general corporate purposes. Before August 15, 2031, noteholders have the right to convert their Convertible Notes only in certain circumstances and during specified periods. From and after August 15, 2031, noteholders may convert their Convertible Notes at any time at their election until the close of business on the second scheduled trading day immediately before the maturity date of the Convertible Notes. The Company will settle conversions by paying or delivering, as applicable, cash, shares of the Company's common stock, or a combination of cash and the Company's common stock, at its election.

The initial conversion rate for the Convertible Notes is 43.1616 shares of common stock per $1,000 principal amount of the Convertible Notes, which represents an initial conversion price of approximately $23.17 per share of common stock and a premium of approximately 37.5% over the last reported sale price of $16.85 per share of the Company's common stock on the New York Stock Exchange (the "NYSE") on May 4, 2026. The conversion rate and conversion price are subject to adjustment upon the occurrence of certain events.

The Convertible Notes are redeemable, in whole or in part (subject to certain limitations), at the Company's option at any time, and from time to time, on or after May 15, 2029 and prior to the 45th scheduled trading day immediately before the maturity date of the Convertible Notes, at a cash redemption price equal to the principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid special interest and additional interest, if any, to, but excluding, the Redemption Date (as defined in the Indenture), but only if the last reported sale price per share of the common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive), including the trading day immediately preceding the date on which the Company provides notice of redemption, during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption. However, the Company may not redeem less than all of the outstanding Convertible Notes unless at least $150.0 million aggregate principal amount of the Convertible Notes are outstanding and not subject to redemption as of, and after giving effect to, delivery of the relevant notice of redemption.

Note 5 - Interim and Long-Term Debt (Continued)

If the Company undergoes a Fundamental Change (as defined in the Indenture), then, subject to certain conditions and limited exceptions, holders of the Convertible Notes may require the Company to repurchase for cash all or any portion of their Convertible Notes at a repurchase price equal to 100% of the principal amount to be repurchased, plus accrued and unpaid special interest and additional interest, if any, to, but excluding, the Fundamental Change Repurchase Date. In addition, following certain corporate events that occur prior to the maturity date of the Convertible Notes or if the Company delivers a notice of redemption in respect of the Convertible Notes, the Company will, in certain circumstances, increase the conversion rate of the Convertible Notes for a holder who elects to convert its Convertible Notes in connection with such a corporate event or convert the Convertible Notes called (or deemed called) for redemption during the related redemption period, as the case may be.

The Indenture contains customary covenants and sets forth certain events of default after which the Convertible Notes may be declared due and payable and sets forth certain types of bankruptcy or insolvency events of default involving the Company after which the Convertible Notes become automatically due and payable. The Indenture limits the Company's ability to consolidate with or merge with or into, or sell, convey, transfer or lease all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, to another person (other than to one or more of the Company's direct or indirect wholly owned subsidiaries). The Company was in compliance with all covenants as of June 30, 2026.

Interest expense related to the Convertible Notes for the three and six months ended June 30, 2026 was $0.6 million, consisting of amortization of debt issuance costs. No special interest and additional interest was incurred during the three and six months ended June 30, 2026. The debt issuance costs are amortized into interest expense over the term of the Convertible Notes at an effective interest rate of 0.57%.

Capped Calls

In connection with the issuance of the Convertible Notes, the Company entered into privately negotiated capped call transactions relating to the Convertible Notes with an affiliate of one of the initial purchasers and certain other financial institutions at a cost of approximately $36.8 million. The capped call transactions will cover, subject to certain anti-dilution adjustments, the number of shares of the Company's common stock initially underlying the Convertible Notes. The cap price of the capped call transactions related to the Convertible Notes will initially be approximately $29.49 per share (subject to adjustment under the terms of the capped call transactions), which represents a premium of approximately 75.0% over the last reported sale price of the Company's common stock of $16.85 per share on the NYSE on May 4, 2026.

The capped call transactions related to the Convertible Notes are expected generally to reduce potential dilution to the Company's common stock upon any conversion of the Convertible Notes and/or offset any cash payments the Company is required to make in excess of the principal amount of converted Convertible Notes, as the case may be, with such reduction and/or offset subject to a cap. The capped call transactions related to the Convertible Notes are included in additional paid-in capital in the accompanying condensed consolidated balance sheet as of June 30, 2026, with no remeasurement in subsequent periods provided they continue to meet the criteria for equity classification.

The Company elected to integrate the Convertible Notes and related capped call transactions for federal income tax purposes pursuant to applicable U.S. Treasury Regulations. The impact of this tax treatment results in the capped call transactions of $36.8 million being deductible as original issue discount interest for tax purposes over the term of the Convertible Notes. We recorded a deferred tax asset of $8.0 million with respect to the Convertible Notes, which represents the tax benefit of these deductions with an offsetting entry to additional paid-in capital.

The following table shows a summary of our convertible debt instruments as of June 30, 2026:

(in thousands)				Fair Value	
	Principal Amount	**Unamortized Debt Discounts and Issuance Costs**	**Net Carrying Amount**	**Amount**	**Leveling**
Convertible senior notes	$ 690,000	$ (20,936)	$ 669,064	$ 648,752	Level 2

We had no convertible debt instruments as of December 31, 2025.

Note 5 - Interim and Long-Term Debt (Continued)

Total debt consisted of the following:

(in thousands)

	June 30, 2026	December 31, 2025
ABL Credit Facility	$ —	$ 45,000
Equipment financing interim loans	11,025	2,135
Equipment financing term loans	118,623	75,424
Convertible senior notes	690,000	—
Total debt	819,648	122,559
Less: debt issuance costs, net of amortization	(22,405)	(989)
Total debt, net of debt issuance costs	797,243	121,570
Less: interim debt (current), net of debt issuance costs	(10,915)	(2,113)
Less: current maturities of long-term debt, net of debt issuance costs	(21,387)	(13,844)
Total long-term debt, net of debt issuance costs	$ 764,941	$ 105,613

Maturities of total debt (minimum annual principal payments required) as of June 30, 2026 are as follows:

(in thousands)

Year	Equipment Financing Interim Loans	Equipment Financing Term Loans	Convertible Senior Notes
Remainder of 2026	$ —	$ 9,675	$ —
2027	11,025	24,516	—
2028	—	26,442	—
2029	—	28,521	—
2030	—	25,305	—
2031	—	4,164	690,000
Total	$ 11,025	$ 118,623	$ 690,000

Note 6 - Reportable Segment Information

The Company currently has four operating segments for which discrete financial information is readily available: Hydraulic Fracturing (including acidizing and wet sand solutions), Wireline, Cementing and Power Generation (which met the reporting threshold in the third quarter of fiscal year 2025). These operating segments represent how the Company's Chief Operating Decision Maker (the "CODM") evaluates performance and allocates resources. Our CODM is a group comprised of our Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and Chief Commercial Officer.

Our Hydraulic Fracturing, Wireline, Cementing and Power Generation operating segments meet the criteria of a reportable segment. Prior to the third quarter of fiscal year 2025, our Power Generation segment did not meet the quantitative thresholds for a reportable segment. Accordingly, it was shown in the "All Other" category. Effective as of the third quarter of fiscal year 2025, Power Generation is shown as a reportable segment since it meets the criteria of a reportable segment per FASB ASC Topic 280, *Segment Reporting*. Additionally, our corporate administrative activities do not involve business activities from which they may earn revenues. As a result, corporate administrative expenses and intersegment revenue have been included under "Reconciling Items." Corporate administrative expenses are included in the reconciliation of Adjusted EBITDA to net (loss) income below. Prior period segment information has been revised to conform to our current presentation.

Note 6 - Reportable Segment Information (Continued)

The Company manages and assesses performance of a reportable segment by its adjusted EBITDA (earnings before interest expense, income taxes, depreciation and amortization, stock-based compensation expense, business acquisition contingent consideration adjustments, other income or expense, gain or loss on disposal of assets and other unusual or nonrecurring expenses or income such as impairment charges, retention bonuses, severance, costs related to asset acquisitions, insurance recoveries, one-time professional fees and legal settlements). As part of the CODM's review of segment-level performance, each member of the CODM group reviews the adjusted EBITDA of the Company's reportable segments and provides expertise and analyses from their respective areas which drive the evaluation of the performance of the Company's reportable segments and allocation of resources to those segments. Even though our Chief Executive Officer has the authority to override the other members for strategic or other reasons, key decisions are made jointly by the CODM group.

The following tables set forth certain financial information with respect to the Company's reportable segments; intersegment revenues and cost of services are shown under "Reconciling Items" (in thousands):

	Three Months Ended June 30, 2026					
	Hydraulic Fracturing	Wireline	Cementing	Power Generation	Reconciling Items	Total
Service revenue	$ 207,249	$ 57,542	$ 32,027	$ 9,317	$ (324)	$ 305,811
Cost of service - labor	$ 40,973	$ 14,252	$ 7,030	$ 3,390	$ —	$ 65,645
Cost of service - expendables	$ 28,976	$ 16,338	$ 14,457	$ 61	$ (324)	$ 59,508
Cost of service - other direct costs	$ 88,743	$ 12,681	$ 3,475	$ 3,941	$ —	$ 108,840
General and administrative expenses excluding nonrecurring and non cash items for reportable segments	$ 4,358	$ 2,830	$ 1,590	$ 2,667	$ —	$ 11,445
Adjusted EBITDA for reportable segments	$ 44,199	$ 11,441	$ 5,475	$ (742)	$ —	$ 60,373
Depreciation and amortization	$ 34,002	$ 4,953	$ 2,148	$ 2,346	$ 14	$ 43,463
Capital expenditures incurred	$ 16,279	$ 4,217	$ 3,186	$ 46,953	$ 9	$ 70,644
Total assets June 30, 2026	$ 796,888	$ 180,395	$ 76,661	$ 322,749	$ 683,138	$ 2,059,831

	Three Months Ended June 30, 2025					
	Hydraulic Fracturing	Wireline	Cementing	Power Generation	Reconciling Items	Total
Service revenue	$ 245,741	$ 47,995	$ 32,443	$ —	$ (28)	$ 326,151
Cost of service - labor	$ 52,814	$ 13,400	$ 7,970	$ 136	$ —	$ 74,320
Cost of service - expendables	$ 34,094	$ 14,606	$ 15,289	$ —	$ (28)	$ 63,961
Cost of service - other direct costs	$ 101,852	$ 9,364	$ 3,273	$ 403	$ —	$ 114,892
General and administrative expenses excluding nonrecurring and non cash items for reportable segments	$ 4,998	$ 2,770	$ 1,260	$ 1,692	$ —	$ 10,720
Adjusted EBITDA for reportable segments	$ 51,983	$ 7,855	$ 4,651	$ (2,231)	$ —	$ 62,258
Depreciation and amortization	$ 35,634	$ 5,608	$ 2,030	$ 17	$ 20	$ 43,309
Capital expenditures incurred	$ 25,064	$ 2,331	$ 3,083	$ 42,614	$ —	$ 73,092
Total assets December 31, 2025	$ 841,180	$ 162,225	$ 69,396	$ 201,481	$ 16,608	$ 1,290,890

Note 6 - Reportable Segment Information (Continued)

	Six Months Ended June 30, 2026					
	Hydraulic Fracturing	Wireline	Cementing	Power Generation	Reconciling Items	Total
Service revenue	$ 386,579	$ 119,342	$ 59,827	$ 11,530	$ (782)	$ 576,496
Cost of service - labor	$ 78,495	$ 28,932	$ 13,893	$ 5,496	$ —	$ 126,816
Cost of service - expendables	$ 56,861	$ 34,201	$ 28,298	$ 108	$ (782)	$ 118,686
Cost of service - other direct costs	$ 161,703	$ 25,189	$ 6,846	$ 6,447	$ —	$ 200,185
General and administrative expenses excluding nonrecurring and non cash items for reportable segments	$ 8,277	$ 5,928	$ 3,197	$ 5,526	$ —	$ 22,928
Adjusted EBITDA for reportable segments	$ 81,243	$ 25,092	$ 7,593	$ (6,047)	$ —	$ 107,881
Depreciation and amortization	$ 66,473	$ 9,893	$ 4,181	$ 3,502	$ 28	$ 84,077
Capital expenditures incurred	$ 27,541	$ 6,202	$ 3,481	$ 118,439	$ 9	$ 155,672
Total assets June 30, 2026	$ 796,888	$ 180,395	$ 76,661	$ 322,749	$ 683,138	$ 2,059,831

	Six Months Ended June 30, 2025					
	Hydraulic Fracturing	Wireline	Cementing	Power Generation	Reconciling Items	Total
Service revenue	$ 515,140	$ 101,437	$ 69,076	$ —	$ (86)	$ 685,567
Cost of service - labor	$ 107,753	$ 27,416	$ 16,004	$ 136	$ —	$ 151,309
Cost of service - expendables	$ 78,249	$ 30,814	$ 31,754	$ —	$ (86)	$ 140,731
Cost of service - other direct costs	$ 199,011	$ 19,433	$ 6,142	$ 403	$ —	$ 224,989
General and administrative expenses excluding nonrecurring and non cash items for reportable segments	$ 9,803	$ 5,446	$ 2,460	$ 2,402	$ —	$ 20,111
Adjusted EBITDA for reportable segments	$ 120,324	$ 18,328	$ 12,716	$ (2,941)	$ —	$ 148,427
Depreciation and amortization	$ 76,935	$ 11,035	$ 3,960	$ 17	$ 43	$ 91,990
Capital expenditures incurred	$ 41,402	$ 4,515	$ 4,914	$ 60,914	$ —	$ 111,745
Total assets December 31, 2025	$ 841,180	$ 162,225	$ 69,396	$ 201,481	$ 16,608	$ 1,290,890

Note 6 - Reportable Segment Information (Continued)

A reconciliation from reportable segment level financial information to the condensed consolidated statement of operations is provided in the table below (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Service Revenue				
Hydraulic Fracturing	$ 207,249	$ 245,741	$ 386,579	$ 515,140
Wireline	57,542	47,995	119,342	101,437
Cementing	32,027	32,443	59,827	69,076
Power Generation	9,317	—	11,530	—
Total service revenue for reportable segments	306,135	326,179	577,278	685,653
Elimination of intersegment service revenue	(324)	(28)	(782)	(86)
Total consolidated service revenue	$ 305,811	$ 326,151	$ 576,496	$ 685,567
Cost of Services				
Hydraulic Fracturing - labor	$ 40,973	$ 52,814	$ 78,495	$ 107,753
Hydraulic Fracturing - expendables	28,976	34,094	56,861	78,249
Hydraulic Fracturing - other direct costs	88,743	101,852	161,703	199,011
Wireline - labor	14,252	13,400	28,932	27,416
Wireline - expendables	16,338	14,606	34,201	30,814
Wireline - other direct costs	12,681	9,364	25,189	19,433
Cementing - labor	7,030	7,970	13,893	16,004
Cementing - expendables	14,457	15,289	28,298	31,754
Cementing - other direct costs	3,475	3,273	6,846	6,142
Power Generation - labor	3,390	136	5,496	136
Power Generation - expendables	61	—	108	—
Power Generation - other direct costs	3,941	403	6,447	403
Total cost of services for reportable segments	234,317	253,201	446,469	517,115
Elimination of intersegment cost of services	(324)	(28)	(782)	(86)
Total consolidated cost of services	$ 233,993	$ 253,173	$ 445,687	$ 517,029
General and Administrative Expenses				
Hydraulic Fracturing	$ 4,358	$ 4,998	$ 8,277	$ 9,803
Wireline	2,830	2,770	5,928	5,446
Cementing	1,590	1,260	3,197	2,460
Power Generation	2,667	1,692	5,526	2,402
Total general and administrative expenses excluding nonrecurring and noncash items for reportable segments	11,445	10,720	22,928	20,111
Unallocated corporate administrative expenses	15,608	12,651	26,723	26,134
Stock-based compensation	5,950	4,733	10,621	8,070
Business acquisition contingent consideration adjustments	—	(100)	(500)	(400)
Other general and administrative expense	—	159	—	165
Retention bonus and severance expense	126	327	511	2,042
Total consolidated general and administrative expenses	$ 33,129	$ 28,490	$ 60,283	$ 56,122

Note 6 - Reportable Segment Information (Continued)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Adjusted EBITDA				
Hydraulic Fracturing	$ 44,199	$ 51,983	$ 81,243	$ 120,324
Wireline	11,441	7,855	25,092	18,328
Cementing	5,475	4,651	7,593	12,716
Power Generation	(742)	(2,231)	(6,047)	(2,941)
Total Adjusted EBITDA for reportable segments	60,373	62,258	107,881	148,427
Unallocated corporate administrative expenses	(15,608)	(12,651)	(26,723)	(26,134)
Depreciation and amortization	(43,463)	(43,309)	(84,077)	(91,990)
Interest expense	(3,007)	(1,811)	(5,671)	(3,541)
Income tax expense	(5,931)	(2,372)	(259)	(3,484)
Gain (loss) on disposal of assets	1,590	(4,346)	2,330	(14,092)
Stock-based compensation	(5,950)	(4,733)	(10,621)	(8,070)
Business acquisition contingent consideration adjustments	—	100	500	400
Other income, net (1)	4,009	195	5,395	3,138
Other general and administrative expense, net	—	(159)	—	(165)
Retention bonus and severance expense	(126)	(327)	(511)	(2,042)
Net (loss) income	$ (8,113)	$ (7,155)	$ (11,756)	$ 2,447

	June 30, 2026	December 31, 2025
Assets		
Hydraulic Fracturing	$ 796,888	$ 841,180
Wireline	180,395	162,225
Cementing	76,661	69,396
Power Generation	322,749	201,481
Total assets for reportable segments	1,376,693	1,274,282
Unallocated corporate assets	683,138	16,608
Total assets	$ 2,059,831	$ 1,290,890

(1) Other income for the three months ended June 30, 2026 is primarily comprised of interest income of $3.8 million and legal settlement income of $0.3 million, partially offset by $0.1 million of other expense. Other income for the six months ended June 30, 2026 is primarily comprised of interest income of $4.9 million, tax refunds (net of advisory fees) totaling $0.2 million and legal settlement income of $0.3 million. Other income for the six months ended June 30, 2025 is primarily comprised of adjustments to workers' compensation and general liability insurance premiums of $1.0 million, tax refunds (net of advisory fees) totaling $0.4 million, interest income from note receivable from sale of business of $0.6 million, a $0.3 million unrealized gain on short-term investment and $0.8 million of other income.

Note 7 - Net (Loss) Income Per Share

Basic net (loss) income per common share is computed by dividing the net (loss) income relevant to the common stockholders by the weighted average number of common shares outstanding during the period. Diluted net income (loss) per common share uses the same net income divided by the sum of the weighted average number of shares of common stock outstanding during the period, plus dilutive effects of options, performance share units ("PSUs") and restricted stock units ("RSUs") outstanding during the period calculated using the treasury method and the potential dilutive effects of our outstanding Convertible Notes and preferred stock (if any) calculated using the if-converted method. Under the if-converted method, diluted earnings per share are determined by assuming that outstanding Convertible Notes were converted into shares of our common stock at the beginning of the reporting period or date of issuance of Convertible Notes (if later). Furthermore, the denominator of the diluted earnings per share calculation is adjusted to reflect the full number of common shares issuable upon conversion of our Convertible Notes while the numerator is adjusted to add back interest and amortization expense for the period related to our

Note 7 - Net (Loss) Income Per Share (Continued)

Convertible Notes. In periods when we recognize a net loss, we exclude the impact of outstanding options, PSUs and RSUs and the potential share settlement impact related to our Convertible Notes from the diluted loss per share calculation as their inclusion would have an antidilutive effect.

The table below shows the calculations for the three and six months ended June 30, 2026 and 2025 (in thousands, except for per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator (both basic and diluted)				
Net (loss) income relevant to common stockholders	$ (8,113)	$ (7,155)	$ (11,756)	$ 2,447
Denominator				
Denominator for basic (loss) income per share	122,714	103,900	119,829	103,611
Dilutive effect of stock options	—	—	—	—
Dilutive effect of performance share units	—	—	—	417
Dilutive effect of restricted stock units	—	—	—	892
Dilutive effect of convertible notes	—	—	—	—
Denominator for diluted (loss) income per share	122,714	103,900	119,829	104,920
Basic (loss) income per common share	$ (0.07)	$ (0.07)	$ (0.10)	$ 0.02
Diluted (loss) income per common share	$ (0.07)	$ (0.07)	$ (0.10)	$ 0.02

As shown in the table below, the following stock options, RSUs, PSUs and convertible notes have not been included in the calculation of diluted (loss) income per common share for the three and six months ended June 30, 2026 and 2025 because they will be anti-dilutive to the calculation of diluted net (loss) income per common share:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Stock options	—	167	158	169
Restricted stock units	102	3,243	51	222
Performance share units	36	1,439	384	353
Convertible notes [(1)]	29,782	—	29,782	—
Total	29,920	4,849	30,375	744

(1) Represents shares issuable upon the conversion of our $690.0 million aggregate principal amount of Convertible Notes based on an initial conversion price of approximately $23.17 per share of common stock using the default settlement method of combination settlement. See "Note 5 - Interim and Long-Term Debt" for additional information.

Note 8 - Share Repurchase Program

In May 2025, the Company's board of directors (the "Board") approved a further extension of the share repurchase program initially authorized on May 17, 2023. As extended, the share repurchase program permits the repurchase of up to $200 million of the Company's common stock through December 31, 2026. The shares may be repurchased from time to time in open market transactions, block trades, accelerated share repurchases, privately negotiated transactions, derivative transactions or otherwise, certain of which may be made pursuant to a trading plan meeting the requirements of Rule 10b5-1 under the Exchange Act, in compliance with applicable state and federal securities laws. The timing, as well as the number and value of shares repurchased under the share repurchase program, will be determined by the Company at its discretion and will depend on a variety of factors, including management's assessment of the intrinsic value of the Company's common stock, the market price of the Company's common stock, general market and economic conditions, available liquidity, compliance with the Company's debt and other agreements, applicable legal requirements, and other considerations. The Company is not obligated to purchase any shares under the share repurchase program, and the share repurchase program may be suspended, modified, or discontinued at any time without prior notice. The Company expects to fund any repurchases using cash on hand and expected free cash flow to

Note 8 - Share Repurchase Program (Continued)

be generated through December 2026. The 1% U.S. federal excise tax on certain repurchases of stock by publicly traded U.S. corporations applies to our share repurchase program.

All shares of common stock repurchased under the share repurchase program are canceled and retired upon repurchase. The Company accounts for the purchase price of repurchased shares of common stock in excess of par value ($0.001 per share of common stock) as a reduction of additional paid-in capital, and will continue to do so until additional paid-in capital is reduced to zero. Thereafter, any excess purchase price will be recorded as a reduction of retained earnings. During the three and six months ended June 30, 2026, the Company made no share repurchases under the share repurchase program and had no accruals for the share repurchase excise tax as of June 30, 2026. As of June 30, 2026, $89.2 million remained authorized for future repurchases of common stock under the share repurchase program.

Note 9 - Stock-Based Compensation

In May 2023, our stockholders approved the Amended and Restated ProPetro Holding Corp. 2020 Long Term Incentive Plan and on May 20, 2025, approved the Second Amended and Restated ProPetro Holding Corp. 2020 Long Term Incentive Plan (the "Second A&R 2020 Incentive Plan"). On May 19, 2026 our stockholders approved the Third Amended and Restated ProPetro Holding Corp. 2020 Long Term Incentive Plan (the "Third A&R 2020 Incentive Plan"), which had been previously approved by the Board. The Third A&R 2020 Incentive Plan increased the number of shares of the Company's common stock reserved for awards from 10,520,000 to 14,060,000, and extended the term of the plan from May 20, 2035, to May 19, 2036.

Stock Options

There were no new stock option grants during the six months ended June 30, 2026. As of June 30, 2026, the aggregate intrinsic value of our outstanding and exercisable stock options was $0.1 million. During the six months ended June 30, 2026, 6,090 stock options were exercised. The weighted average remaining contractual term for the outstanding and exercisable stock options as of June 30, 2026 was approximately 0.7 year.

A summary of the stock option activity for the six months ended June 30, 2026 is presented below (in thousands, except for weighted average price):

	Number of Shares	Weighted Average Exercise Price
Outstanding at January 1, 2026	161	$ 14.00
Granted	—	$ —
Exercised	(6)	$ 14.00
Forfeited	—	$ —
Expired	—	$ —
Outstanding at June 30, 2026	155	$ 14.00
Exercisable at June 30, 2026	155	$ 14.00

Restricted Stock Units

During the six months ended June 30, 2026, we granted 1,382,210 RSUs to employees and officers pursuant to the Second A&R 2020 Incentive Plan and 56,661 RSUs to directors pursuant to the Third A&R 2020 Incentive Plan. RSUs granted to employees and officers generally vest ratably over a three-year vesting period, with certain grants associated with retention awards or awards associated with changes in role (i.e. promotions) utilizing a shorter vesting period as permitted by the Second A&R 2020 Incentive Plan and the Third A&R 2020 Incentive Plan, as applicable. RSUs granted to directors generally vest in full after one year. RSUs are subject to restrictions on transfer and are generally subject to a risk of forfeiture if the award recipient ceases to be an employee or director of the Company prior to vesting of the award. Each RSU represents the right to receive either one share of common stock or, as determined by the administrator in its sole discretion, a cash amount equal to the fair market value of one share of common stock. The grant date fair value of the RSUs is based on the closing share price of our common stock on the date of grant. As of June 30, 2026, the total unrecognized compensation expense for all RSUs was approximately $24.7 million, and is expected to be recognized over a weighted average period of approximately 1.9 years.

Note 9 - Stock-Based Compensation (Continued)

The following table summarizes RSUs activity during the six months ended June 30, 2026 (in thousands, except for fair value):

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at January 1, 2026	2,878	$ 7.56
Granted	1,439	$ 12.69
Vested	(1,267)	$ 7.48
Forfeited	(45)	$ 9.19
Canceled	—	$ —
Outstanding at June 30, 2026	3,005	$ 10.02

Performance Share Units

During the six months ended June 30, 2026, we granted 588,147 PSUs to certain key employees and officers as new awards under the Second A&R 2020 Incentive Plan. Each PSU earned represents the right to receive either one share of common stock or, as determined by the administrator in its sole discretion, a cash amount equal to fair market value of one share of common stock. The actual number of shares of common stock that may be issued under the majority of our PSUs ranges from 0% up to a maximum of 200% of the target number of PSUs granted to the participant, based on our total shareholder return ("TSR") relative to a designated peer group of comparable companies ("Peer Group"), generally at the end of a three-year period. In addition to the TSR conditions, vesting of these PSUs is generally subject to the recipient's continued employment through the end of the applicable performance period. The grant date fair value of the TSR PSUs is determined using a Monte Carlo simulation. The Company also granted a small number of PSUs that vest with respect to 50% of the target number of PSUs granted upon the attainment of the first performance hurdle and the remaining 50% (for a total of 100% of the target number of PSUs granted) upon the attainment of the second performance hurdle. The recipients of these awards have a period of up to four years to achieve the requisite performance. In addition to the applicable performance hurdles, vesting of these PSUs is generally also subject to the recipient's continued employment through the end of an 18-month period for 50% of the award and a 24-month period for the remainder of the award. The grant date fair value of these PSUs is based on the closing share price of our common stock on the date of grant. Compensation expense for all PSUs is recorded ratably over the corresponding requisite service period. Grant recipients do not have any shareholder rights until performance has been determined following the completion of the performance period and shares have been issued.

The following table summarizes information about PSUs activity during the six months ended June 30, 2026 (in thousands, except for weighted average fair value):

Period Granted	Target Shares Outstanding at January 1, 2026	Target Shares Granted	Target Shares Vested	Target Shares Forfeited	Target Shares Outstanding at June 30, 2026
2023	363	—	(363)	—	—
2024	528	—	—	—	528
2025	947	—	—	—	947
2026	—	588	—	—	588
Total	1,838	588	(363)	—	2,063
Weighted Average Fair Value Per Share	$ 10.24	$ 16.77	$ 14.40	$ —	$ 11.37

The total stock-based compensation expense for the six months ended June 30, 2026 and 2025 for all stock awards was $10.6 million and $8.1 million, respectively, and the associated tax benefit related thereto was $2.2 million and $1.7 million, respectively. The total unrecognized stock-based compensation expense as of June 30, 2026 was approximately $39.7 million, and is expected to be recognized over a weighted average period of approximately 1.7 years.

Note 10 - Related-Party Transactions

ExxonMobil and Pioneer

On December 31, 2018, we consummated the purchase of certain pressure pumping assets and real property from Pioneer Natural Resources USA, Inc. ("Pioneer") and Pioneer Pumping Services, LLC (the "Pioneer Pressure Pumping Acquisition"). In connection with the Pioneer Pressure Pumping Acquisition, Pioneer received 16.6 million shares of our common stock and approximately $110.0 million in cash. In May 2024, Pioneer merged with and into a wholly owned subsidiary of Exxon Mobil Corporation ("ExxonMobil") after which ExxonMobil became the owner of these shares until ExxonMobil's sale of these shares in May 2026. Following such sale, ExxonMobil no longer holds shares of the Company and is no longer a related party. The Company currently provides pressure pumping, wireline and other services to ExxonMobil and previously provided such services to Pioneer.

On April 22, 2024, we entered into a sub-agreement for Hydraulic Fracturing Services with XTO Energy Inc. ("XTO"), a wholly owned subsidiary of ExxonMobil, pursuant to which we agreed to provide hydraulic fracturing, wireline and pumpdown services with two committed FORCE® electric-powered hydraulic fracturing fleets and the option to add a third FORCE® fleet (also with wireline and pumpdown services) for a certain number of contracted hours with respect to each fleet, subject to certain termination and release rights. We expect this agreement will expire in late 2026. At this time, we do not expect such agreement to be renewed or extended and, if we are not able to procure additional work from XTO, we will be required to redeploy the equipment associated with the affected fleets with other customers. Our inability to redeploy our equipment at similar utilization or pricing levels and such loss could have an adverse effect on our business until the equipment is redeployed at similar utilization or pricing levels.

Revenue from services provided to ExxonMobil (including Pioneer and XTO) subsequent to Pioneer's merger with ExxonMobil until May 2026 accounted for approximately $39.3 million and $111.2 million of our total revenue for the three and six months ended June 30, 2026. Revenue from services provided to ExxonMobil (including Pioneer and XTO) subsequent to Pioneer's merger with ExxonMobil accounted for approximately $71.2 million and $144.2 million for the three and six months ended June 30, 2025.

As of December 31, 2025, the total accounts receivable due from ExxonMobil (including Pioneer and XTO), including estimated unbilled receivables for services we provided, amounted to $51.2 million and the amount due to ExxonMobil (including Pioneer and XTO) was $0.

Big 4 and Former Employee

On November 1, 2024, we sold our cementing business located in Vernal, Utah, to Big 4 Services LLC ("Big 4") which is solely owned by a former employee as part of a strategic repositioning. We received a promissory note for $13.0 million as consideration. The note receivable was secured by substantially all assets of Big 4 and the former employee's ownership interests in and distributions from Big 4. The note receivable was to be paid to the Company in quarterly installments with interest of 10% per annum from March 31, 2025 to December 31, 2029, but was fully repaid with interest in December 2025. Prior to full repayment, the note receivable was considered subordinated financial support to Big 4 and represented a variable interest to the Company in Big 4. We recorded interest income of $0.3 million and $0.6 million for the three and six months ended June 30, 2025, which is included in our condensed consolidated statement of operations under other income. Cash inflows from collections on the note receivable are included in our condensed consolidated statement of cash flows under cash flows from investing activities. The former employee was part of our cementing operations until November 1, 2024, and is no longer affiliated with the Company.

Note 11 - Leases

Operating Leases

Description of Leases

We have operating leases for five FORCE® electric-powered hydraulic fracturing equipment fleets (the "Electric Fleet Leases"), facilities and office spaces. The terms and conditions of these leases vary by the type of the underlying asset. We did not account for land separately from buildings under our leases of facilities and office spaces because we concluded that the accounting effect was insignificant. Our operating leases do not include residual value guarantees, covenants or financial restrictions. Further, our operating leases do not contain variability in payments resulting from either an index change or rate

Note 11 - Leases (Continued)

change. Our operating leases have remaining lease terms of approximately 0.5 years to 4.2 years as of June 30, 2026. Our operating leases have renewal options ranging from none to three renewal options of up to one year each at the end of their current contractual lease periods. Further, our Electric Fleet Leases have options to purchase the underlying equipment at the end of their initial term of approximately three years or at the end of each renewal period. However, in management's judgment the exercise of either the renewal options or the purchase options were not reasonably assured for any operating lease at lease commencement. In addition to fixed rent payments, the Electric Fleet Leases contain variable payments based on equipment usage. The right-of-use assets and liabilities related to the Electric Fleet Leases are included in our Hydraulic Fracturing reportable segment, related to leases for facilities are included in our Hydraulic Fracturing and Wireline reportable segments, and related to office spaces are included in our Wireline and Power Generation reportable segments and our corporate administrative function.

Our total operating lease right-of-use assets were as follows:

(in thousands)	June 30, 2026	December 31, 2025
Operating lease right-of-use assets - cost	$ 206,528	$ 206,518
Operating lease right-of-use assets - accumulated amortization	(136,899)	(106,731)
Operating lease right-of-use assets - net	$ 69,629	$ 99,787

Finance Leases

Description of Leases

We have a three-year equipment lease contract (the "Power Equipment Lease") for certain power generation equipment. In addition to the contractual lease period, the Power Equipment Lease includes an optional renewal for one year, and in management's judgment, the exercise of the renewal option is not reasonably assured. The Power Equipment Lease does not include a residual value guarantee, covenants or financial restrictions. Further, the Power Equipment Lease does not contain variability in payments resulting from either an index change or rate change. The right-of-use assets and liabilities under this contract are included in our Hydraulic Fracturing reportable segment.

We accounted for the Power Equipment Lease as a finance lease. This conclusion resulted from the existence of the right to control the use of the assets throughout the lease term, the present value of lease payments being equal to or in excess of substantially all of the fair value of the underlying assets and the lease term being the major part of the remaining economic life of the underlying assets.

In February 2026, we entered into a lease contract for a facility for a term of 2.8 years and no renewal option at the end of the term. We did not account for land separately from buildings under this facility lease because we concluded that the accounting effect was insignificant. The contract does not include a residual value guarantee, covenants or financial restrictions. Further, this facility lease does not contain variability in payments resulting from either an index change or rate change. The right-of-use assets and liabilities under this contract are included in our Wireline reportable segment. We accounted for this facility lease as a finance lease. This conclusion resulted from the existence of the right to control the use of the assets throughout the lease term and the present value of lease payments being equal to or in excess of substantially all of the fair value of the underlying assets.

Our total finance lease right-of-use assets were as follows:

(in thousands)	June 30, 2026	December 31, 2025
Finance lease right-of-use assets - cost	$ 53,576	$ 53,292
Finance lease right-of-use assets - accumulated amortization	(51,814)	(42,655)
Finance lease right-of-use assets - net	$ 1,762	$ 10,637

Note 11 - Leases (Continued)

Lease Costs

The components of lease costs are as follows:

(in thousands)	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Operating lease cost	$ 16,222	$ 15,139	$ 32,443	$ 30,869
Finance lease cost:				
Amortization of right-of-use assets	$ 4,584	$ 4,559	$ 9,159	$ 9,408
Interest on lease liabilities	113	442	310	966
Total finance lease cost	$ 4,697	$ 5,001	$ 9,469	$ 10,374
Variable lease cost	$ 926	$ 1,124	$ 2,034	$ 2,028
Short-term lease cost	$ 108	$ 149	$ 288	$ 387

Short-Term Leases

We elected the practical expedient option, consistent with FASB ASC Topic 842, *Leases*, to exclude leases with an initial term of twelve months or less ("short-term lease") from our balance sheet and continue to record short-term leases as a period expense.

Initial Direct Costs

We elected to analogize to the measurement guidance of FASB ASC Topic 360, *Property, Plant, and Equipment*, to capitalize costs incurred to place a leased asset into its intended use and to present such capitalized costs as part of the related lease right-of-use asset cost as initial direct costs. The Company incurred initial direct costs of approximately $0 and $0 during the three and six months ended June 30, 2026, respectively, to place the leased equipment into its intended use, which are included in the right-of-use assets cost related to our Electric Fleet Leases. The Company incurred initial direct costs of approximately $0.8 million and $0.8 million during the three and six months ended June 30, 2025, respectively.

Supplemental Cash Flow Information

Supplemental cash flow information related to leases are as follows:

(in thousands)	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Cash paid for amounts included in the measurements of lease liabilities:		
Operating cash flows from operating leases	$ 23,904	$ 22,664
Operating cash flows from finance lease	310	966
Financing cash flows from finance lease	9,671	9,231
Noncash lease obligations arising from obtaining right-of-use assets related to:		
Operating leases (1)	—	11,631
Finance lease (2)	$ 284	$ —

(1) Represents noncash operating lease obligations arising from obtaining right-of-use assets related to the receipt of equipment under the Electric Fleet Leases and right-of-use assets related to an office lease for our power generation services segment during the six months ended June 30, 2025.

(2) Represents noncash finance lease obligations arising from obtaining right-of-use assets related to a facility lease during the six months ended June 30, 2026.

Note 11 - Leases (Continued)

Lease Terms and Discount Rates

Lease terms and discount rates are as follows:

	June 30, 2026	December 31, 2025
Weighted average remaining lease term:		
Operating leases	1.8 years	2.2 years
Finance leases	0.3 years	0.6 years
Weighted average discount rate:		
Operating leases	6.5 %	6.6 %
Finance leases	7.1 %	7.3 %

The discount rates used for our operating and finance leases are determined based on the weighted average annual interest rate on our ABL Credit Facility effective at the time of inception or modification of each lease.

Maturity Analysis of Lease Liabilities

The maturity analysis of liabilities and reconciliation to undiscounted and discounted remaining future lease payments for our leases as of June 30, 2026 are as follows:

(in thousands)	Operating Leases	Finance Leases
Remainder of 2026	$ 23,522	$ 2,885
2027	23,545	108
2028	12,122	99
2029	1,150	—
2030	741	—
Total undiscounted future lease payments	61,080	3,092
Less: amount representing interest	(3,485)	(39)
Present value of future lease payments (lease obligation)	$ 57,595	$ 3,053

Lessor Accounting

We elected to apply the lessor practical expedient for our power generation equipment class of assets, which allows us to choose not to separate nonlease components from lease components and, instead, account for each separate lease component and the nonlease components associated with that lease component as a single component if the nonlease components otherwise would be accounted for under FASB ASC Topic 606, and both (1) the timing and pattern of transfer for the lease component and nonlease components associated with that lease component are the same, and (2) the lease component, if accounted for separately, would be classified as an operating lease in accordance with ASC 842-10-25 paragraphs 2 through 3A. The Company's power generation service arrangements involve the use of its power generation equipment installed at customers' sites to provide turnkey power generation services. The lease and nonlease components of these arrangements meet both conditions and the power generation services (nonlease components) represent the predominant component of these arrangements. Accordingly, the Company accounts for the revenue from these arrangements in accordance with FASB ASC Topic 606.

Stonebriar Equipment Lease Facility

On December 29, 2025, we entered into an Interim Funding Agreement (the "Interim Funding Agreement") and a Master Lease Agreement (the "Master Lease Agreement," and together with the Interim Funding Agreement, the "Stonebriar Equipment Lease Facility") with Stonebriar Commercial Finance LLC ("Stonebriar") for the right, but not the obligation, to fund up to $350.0 million of purchases of power generator equipment for our PROPWR® business line. Under the Interim Funding Agreement, Stonebriar provides funding to finance down payments and progress payments owing to equipment suppliers. Monthly rent under the Interim Funding Agreement is based on the unpaid balance of the aggregate amounts advanced under the Interim Funding Agreement and not yet converted to a lease schedule under the Master Lease Agreement, times a per annum lease rate factor equal to the sum of 1-Month SOFR plus 6.25%. Upon delivery and acceptance of a power generator,

Note 11 - Leases (Continued)

amounts outstanding under the Interim Funding Agreement with respect to such equipment shall be converted into a lease schedule under the Master Lease Agreement. Stonebriar will hold legal title to such leased equipment. The lease term for each item of equipment will be 84 months, and the rental payment amounts will be based on the equipment cost times a lease rate factor set forth in the applicable lease schedule. With respect to the leased equipment, PROPWR® will have certain early termination and purchase options at various points during the lease, as set forth in the Master Lease Agreement and related lease schedule for such equipment. Upon exercise of such rights and payment of the required amounts, PROPWR® would acquire legal title to such equipment. The Interim Funding Agreement expires on December 31, 2028, or earlier if the full amount of the facility is funded before this date.

The origination costs relating to the Stonebriar Equipment Lease Facility will be classified as an asset in our consolidated balance sheet until leases are executed, at which time the amounts that correspond to the proportion of funding obtained compared to the total funding originally available under the facility will be recognized as initial direct costs for such leases. As of June 30, 2026, we had no leases and no outstanding lease liability amounts under the Stonebriar Equipment Lease Facility.

Note 12 - Equity

In January 2026, the Company sold 17.25 million shares of its common stock in an underwritten public offering for $10.00 per share, pursuant to an effective shelf registration statement on Form S-3 filed with the SEC, including shares sold pursuant to the option granted to the underwriters to purchase up to an additional 2.25 million shares of our common stock (the "2026 Common Stock Offering"). The Company received approximately $163.1 million in net proceeds from this sale after deducting underwriting discounts and commissions and estimated offering expenses. The Company used the net proceeds from this sale for general corporate purposes, including to fund growth capital for additional power generation equipment.

Note 13 - Commitments and Contingencies

Commitments

We entered into certain commitments for fixed assets, consumables and services incidental to the ordinary conduct of our business, generally for quantities required for our operations and at competitive market prices. These commitments are designed to assure sources of supply and are not expected to be in excess of normal requirements. We entered into contractual arrangements with an equipment manufacturer to purchase mobile natural gas-fueled power generation equipment, including turbine generator sets along with auxiliary equipment, for our PROPWR® business line, with a total remaining commitment (after our initial down payment and payments financed under the Caterpillar Equipment Loan Agreement) of approximately $18.9 million, of which $17.3 million will be financed under the Caterpillar Equipment Loan Agreement. Under the Caterpillar Equipment Loan Agreement, we have incurred interim loans and term loans with outstanding amounts of $11.0 million and $118.6 million, respectively, as of June 30, 2026, related to funding for equipment under construction and equipment received. See "Note 5 - Interim and Long-Term Debt." We expect to receive the remaining equipment currently on order under these arrangements in the third quarter of fiscal year 2026.

On April 28, 2026, ProPetro Energy Solutions, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("PROPWR"), entered into a global framework agreement with Caterpillar Inc., a Delaware corporation ("Caterpillar"), under which PROPWR agreed to purchase approximately 1.5 gigawatts of incremental power generation assets, subject to certain termination rights of PROPWR and Caterpillar (the "Framework Agreement"). Under the Framework Agreement, we had a minimum purchase obligation at signing of approximately $1,106.0 million subject to adjustments including annual escalations, taxes and tariffs, not inclusive of balance of plant, as well as the option to acquire up to an additional approximately 600 megawatts over a period of approximately five years ending December 31, 2031. As of June 30, 2026, we had approximately 360 megawatts of equipment on order under this Framework Agreement representing a commitment of approximately $320.4 million. We expect to receive this equipment from the fourth quarter of fiscal year 2026 through late fiscal year 2028.

We also entered into contractual arrangements with other equipment manufacturers to purchase additional power generation and auxiliary equipment for our PROPWR® business line, with a total remaining commitment of approximately $229.4 million. We expect to receive the remaining equipment currently on order under these arrangements from the third quarter of fiscal year 2026 through the end of fiscal year 2027.

Note 13 - Commitments and Contingencies (Continued)

On May 7, 2026, the Company issued $690.0 million aggregate principal amount of Convertible Notes, which included the exercise in full of the initial purchasers' option to purchase up to an additional $90.0 million principal amount of the Convertible Notes, the proceeds of which (after debt issuance costs, discounts and approximately $36.8 million for capped call transactions related to the Convertible Notes) are intended to be used to purchase additional power generation equipment among other general corporate purposes.

The total remaining contractual commitment in connection with the Electric Fleet Leases excluding the cost associated with the option to purchase the equipment at the end of each lease is approximately $54.4 million. The total estimated contractual commitment in connection with the Power Equipment Lease is approximately $2.8 million. We also have leases for facilities and office spaces with a total estimated contractual commitment of approximately $6.9 million. See "Note 11. Leases" for further details on these leases.

The Company enters into purchase agreements with its sand suppliers (the "Sand Suppliers") to secure supply of sand as part of its normal course of business. The agreements with the Sand Suppliers require that the Company purchase a minimum volume of sand, based primarily on predetermined fixed minimum volumes, otherwise certain shortfall fees will be charged. The shortfall fee represents prepayments and potential liquidated damages and is a fixed price per ton of unpurchased volumes. Any shortfall fees paid will be first credited towards certain future sand purchases and any remaining unutilized amounts will be considered liquidated damages. Our existing agreements with the Sand Suppliers expire at different times on or before May 31, 2029. We had no take-or-pay commitments with our Sand Suppliers as of June 30, 2026. During the six months ended June 30, 2026 and 2025, no shortfall fees representing liquidated damages were recorded.

The Stonebriar Equipment Lease Facility requires us to pay an unused commitment fee of 0.5% of any unused portion of the lessor's $350.0 million funding commitment at December 31, 2028. The maximum amount we may owe for this fee is $1.8 million.

As of June 30, 2026 and December 31, 2025, the Company had issued letters of credit of approximately $11.1 million and $8.6 million, respectively, under the ABL Credit Facility in connection with the Company's casualty insurance policy. Such letters of credit reduce the amount available to borrow under the ABL Credit Facility.

Contingent Liabilities

Legal Matters

We have been named in various claims, lawsuits or threatened actions in the ordinary course of our business. We intend to defend these matters vigorously; however, litigation is inherently unpredictable, and the ultimate outcome or effect of any claim, lawsuit or action cannot be predicted with certainty. As a result, there can be no assurance as to the ultimate outcome of any litigation matter. Any claims against us, whether meritorious or not, could cause us to incur significant costs and expenses and require significant amounts of management and operational time and resources. With respect to each matter or exposure, we have made an assessment, in accordance with GAAP, of the probability that the resolution of the matter would ultimately result in a loss. When we determine that an unfavorable resolution of a matter is probable and such amount of loss can be estimated, we record a liability at the time that both of these criteria are met. Our management believes that we have recorded adequate accruals for any liabilities that may reasonably be expected to result from these matters. In the opinion of our management, no pending or known threatened claims, actions or proceedings against us are expected to have a material adverse effect on our consolidated financial position, results of operations or cash flows.

Environmental and Equipment Insurance

The Company is subject to various federal, state and local environmental laws and regulations that establish standards and requirements for protection of the environment. The Company cannot predict the future impact of such standards and requirements, which are subject to change and can have retroactive effectiveness. The Company continues to monitor the status of these laws and regulations. Currently, the Company has not been fined, cited or notified of any environmental violations that would have a material adverse effect upon its financial position, liquidity or capital resources. However, management does recognize that by the very nature of the Company's business, material costs could be incurred in the near term to maintain compliance. The amount of such future expenditures is not determinable due to several factors, including the unknown magnitude of possible regulation or liabilities, the unknown timing and extent of the corrective actions which may be required, the determination of the Company's liability in proportion to other responsible parties and the extent to which such expenditures are recoverable from insurance or indemnification.

Note 13 - Commitments and Contingencies (Continued)

The Company is self-insured up to $10 million per occurrence for certain losses. No accrual was recorded in our financial statements in connection with this self-insurance strategy because the occurrence of events that would give rise to a self-insured liability cannot be reasonably estimated.

Regulatory Audits

In 2020, the Texas Comptroller of Public Accounts (the "Comptroller") commenced a routine audit of the Company's motor vehicle and other related fuel taxes for the periods of July 2015 through December 2020. In January 2024, the Company received the audit findings and subsequently filed a request for redetermination with the Comptroller, which remains under review. Based on the current status of the matter, the Company expects to resolve the audit through a settlement of approximately $6.0 million. As of June 30, 2026, the Company has remitted $4.5 million to the Comptroller and has accrued the remaining $1.5 million, which represents management's best estimate of the remaining obligation.

In May 2022, the Company received a notification from the Comptroller that it will commence a routine audit of the Company's gross receipt taxes, which will routinely cover up to a four-year period. As of June 30, 2026, the audit was nearing completion and the Company accrued an estimated settlement expense of $0.8 million.

In February 2026, the Company received a notification from the Comptroller that it will commence a routine audit of the Company's direct payment sales tax for a period of up to four years. As of June 30, 2026, the audit was ongoing and the final outcome cannot be reasonably estimated.

In May 2026, the Texas Workforce Commission commenced a routine audit of the Company's compliance with the Texas Unemployment Compensation Act for the period January 1, 2024 through December 31, 2024. As of June 30, 2026, the audit was ongoing and the final outcome cannot be reasonably estimated.

Note 14 - Variable Interest Entity

A variable interest entity ("VIE") is an entity with any of the following characteristics: (i) the entity does not have enough equity to finance its activities without additional financial support, (ii) the equity holders, as a group, lack the characteristics of a controlling financial interest or (iii) the entity is structured with non-substantive voting rights. Consolidation of a VIE is required for the party deemed to be the primary beneficiary, if any. The primary beneficiary is the party who has both (a) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE.

On November 1, 2024, we sold our cementing business located in Vernal, Utah, to Big 4, which is solely owned by a former employee, as part of a strategic repositioning. We received a promissory note for $13.0 million as consideration. The note receivable was secured by substantially all assets of Big 4 and the former employee’s ownership interests in and distributions from the entity. The note receivable was to be paid to the Company in quarterly installments with interest of 10% per annum from March 31, 2025 to December 31, 2029, but was fully repaid with interest in December 2025. We evaluated our note receivable from Big 4 for VIEs in accordance with FASB ASC Topic 810, *Consolidation*. The Company held a variable interest in Big 4 and Big 4 was a VIE due to its lack of sufficient equity to finance its operations without additional subordinated financial support from the Company. The note receivable from Big 4 was considered subordinated financial support and represented a variable interest to the Company in Big 4 prior to full repayment. Assets and liabilities related to the Company’s variable interest in Big 4 included in the Company’s condensed consolidated balance sheets were limited to the unpaid balance of the note receivable and any accrued interest prior to full repayment. The Company’s maximum exposure to loss as a result of its involvement with Big 4 was also limited to the unpaid balance of the note receivable and any accrued interest prior to full repayment. The consolidation of Big 4 was not required prior to full repayment of the note receivable as the Company was not the primary beneficiary of this VIE and we did not have the power to direct the activities that most significantly impacted Big 4’s economic performance. We consider such activities to include performing customer contract obligations, maintaining and establishing customer relationships, and managing costs, among other operational activities. We did not have any control over such activities. Such power is held by Big 4’s sole owner. We accounted for the note receivable (our variable interest) at amortized cost.

Note 15 - Subsequent Events

In July 2026, we placed an order for approximately 160 megawatts of power generation equipment under the Framework Agreement representing a commitment of approximately $170.3 million and an order for approximately 10 megawatts of additional power generation equipment representing a commitment of approximately $14.4 million. We expect to receive this equipment from the first quarter through the end of fiscal year 2027.

On July 27, 2026, PROPWR ("Borrower") entered into an Amended and Restated Master Loan and Security Agreement (the "Amended Agreement") by and among Borrower, Caterpillar Financial Services Corporation ("Lender") and the Company and ProPetro Services, Inc. ("Services" and together with the Company, the "Guarantors"), which amends and restates in its entirety that certain Master Loan and Security Agreement, dated as of April 2, 2025, as amended by the First Amendment to Master Loan and Security Agreement, dated as of February 6, 2026 (as amended and restated, the "Master Agreement"), pursuant to which Lender agreed to increase the total availability of funds under the Master Agreement to an aggregate amount not to exceed $167.0 million (the "Equipment Loans") for the purpose of purchasing certain electric power generation equipment associated auxiliary equipment. The Equipment Loans will be available on a revolving basis and loan amounts that are subject to a non-recourse syndication by Lender will not count against the $167.0 million cap. Certain Equipment Loans consist of two phases: (a) a progress payment phase during which an interim advance is made, evidenced by a separate floating rate promissory note based on an interim loan schedule (each, an "Interim Note"), and (b) after satisfaction of the applicable milestones, a term loan phase in which such Interim Note converts into a separate fixed rate promissory note based on a term loan schedule (each, a "Term Note" and together with the Interim Notes, each, a "Note"). Other Equipment Loans will consist only of a Term Note that is issued upon receipt of the applicable equipment.

Each Note is secured on a first lien basis by the Equipment Collateral (as defined in the Master Agreement) and the related support documents, casualty proceeds and other proceeds or products related thereto, and any proceeds from an Equipment Loan must be used for payment or reimbursement for the equipment subject to such Equipment Loan. Each Note is fully and unconditionally guaranteed by the Guarantors. The Master Agreement contains customary affirmative and negative covenants, including limitations on further encumbrance of the collateral subject to the applicable loans under the Master Agreement.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The financial information, discussion and analysis that follow should be read in conjunction with our consolidated financial statements and the related notes included in our Form 10-K as well as the financial and other information included therein.

Unless otherwise indicated, references in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" to the "Company," "we," "our," "us" or like terms refer to ProPetro Holding Corp. and its subsidiaries.

Overview

We are a leading integrated energy service company, located in Midland, Texas, focused on providing innovative hydraulic fracturing, wireline and other complementary energy and power generation services to leading upstream oil and gas companies engaged in the exploration and production ("E&P") of North American oil and natural gas resources. Our completions operations are primarily focused in the Permian Basin, where we have cultivated longstanding customer relationships with some of the region's most active and well-capitalized E&P companies. The Permian Basin is widely regarded as one of the most prolific oil-producing areas in the United States, and we believe we are one of the leading providers of completion services in the region. Through our subsidiary, ProPetro Energy Solutions, LLC ("PROPWR"), we provide turnkey power generation services to oil and gas producers and non-oil and gas applications such as general industrial projects and data centers using mobile power generation equipment installed at customers' sites.

Our completion services include our operating segments comprised of hydraulic fracturing, wireline and cementing operations. Our hydraulic fracturing operations account for approximately 67.0% of our total revenue for all segments as of June 30, 2026. Our total available hydraulic horsepower ("HHP") as of June 30, 2026, was 1,257,000 HHP, which was comprised of 447,500 HHP of our Tier IV DGB dual-fuel equipment, 312,000 HHP of FORCE® electric-powered equipment and 497,500 HHP of conventional Tier II equipment. Our hydraulic fracturing fleets range from approximately 50,000 to 80,000 HHP depending on the job design and customer demand at the wellsite. Our completions equipment has been designed to handle the operating conditions commonly encountered in the Permian Basin and the region's increasingly high-intensity well completions (including simultaneous hydraulic fracturing ("Simul-Frac"), which involves fracturing multiple wellbores at the same time), which are characterized by longer horizontal wellbores, more stages per lateral and increasing amounts of proppant per well. With the industry transition to lower emissions equipment and Simul-Frac, in addition to several other changes to our customers' job designs, we believe that our available fleet capacity could decline if we decide to reconfigure our fleets to increase active HHP and backup HHP at wellsites. In 2021, we began to transition our fleet from traditional equipment to Tier IV DGB dual-fuel equipment. In 2022, we entered into three-year electric fleet leases which commenced in 2023 and 2024 for four FORCE® electric-powered hydraulic fracturing fleets with 60,000 HHP per fleet and in 2024, we entered into an additional three-year lease for a fifth FORCE® electric-powered hydraulic fracturing fleet with 72,000 HHP (collectively the "Electric Fleet Leases"). The equipment under these leases represents all of our FORCE® electric-powered equipment. We currently have 28 wireline units and 30 cementing units.

In December 2024, we formed PROPWR to provide power generation services and represent our Power Generation operating segment. This subsidiary began revenue-generating activities during the third quarter of fiscal year 2025 and has entered into contractual arrangements with equipment manufacturers to purchase mobile natural gas-fueled power generation equipment, including turbine generator sets, reciprocating engines, auxiliary equipment and battery energy storage solution equipment. We have received certain units of this equipment and anticipate all remaining ordered units will be delivered by late fiscal year 2028. As of July 30, 2026, we had total committed capacity of approximately 350 megawatts and total delivered or on-order generation capacity of approximately 1.1 gigawatts excluding equipment not yet ordered under the global framework agreement with Caterpillar Inc. described in "Note 13 - Commitments and Contingencies." Our total delivered or on-order power generation equipment is split approximately 80% and 20% between high-efficiency reciprocating engine generators and low emissions modular turbines, respectively. We continue to actively negotiate additional contracts amid increasing demand for power solutions and to explore various financing alternatives for our power equipment.

We primarily provide hydraulic fracturing, wireline and cementing completion services to E&P companies in the Permian Basin and power generation services to oil and gas producers and non-oil and gas applications such as general industrial projects and data centers. We compete against different companies in each service and product line we offer. The markets in which we operate are highly competitive. To be successful, an energy services company must provide services and equipment that meet the specific needs of oil and natural gas E&P companies at competitive prices. Competitive factors impacting sales of our services are price, reputation, technical expertise, emissions profile, service and equipment design quality, and health and safety standards. Although we believe our customers consider all of these factors, we believe price is a key factor in E&P companies' criteria in choosing a service provider. However, we have recently observed the energy industry and our customers shift to lower emissions equipment, which we believe will be an increasingly important factor in an E&P company's selection of a service provider. The transition to lower emissions equipment has been challenging for companies in the energy service industry because of the capital requirements, lack of large scale deployment of certain new technology such as electric-powered equipment, and the pricing of our services and expected return on invested capital. While we seek to price our services competitively, we believe many of our customers elect to work with us based on our operational efficiencies, productivity, equipment quality and technology, reliability, ability to manage multifaceted logistics challenges, commitment to safety and the ability of our people to handle the most complex Permian Basin well completions and power generation challenges.

We believe that our substantial market presence in the Permian Basin positions us well to capitalize on drilling and completion activity and power demand in the region. Primarily, our operational focus has been in the Permian Basin's Midland sub-basin, where our customers have operated. However, we have increased our operations in the Delaware sub-basin and are well-positioned to support further increases to our activity in this area in response to demand from our customers. Over time, we expect the Permian Basin's Midland and Delaware sub-basins to continue to command a disproportionate share of future North American E&P spending.

Additionally, we believe the significant natural gas production in the Permian Basin will become a natural market for power-intensive businesses including data centers and other industrial businesses seeking alternative solutions for reliable and available electricity requirements which are not dependent on grid or public utility limitations.

Our Hydraulic Fracturing, Wireline, Cementing and Power Generation operating segments meet the criteria of a reportable segment. Prior to the third quarter of fiscal year 2025, our Power Generation segment did not meet the quantitative thresholds for a reportable segment. Accordingly, it was shown in the "All Other" category. Effective as of the third quarter of fiscal year 2025, Power Generation is shown as a reportable segment since it meets the criteria of a reportable segment. Additionally, our corporate administrative activities do not involve business activities from which they may earn revenues. As a result, corporate administrative expenses and intersegment revenue have been included under "Reconciling Items." Corporate administrative expenses are included in the reconciliation of net (loss) income to Adjusted EBITDA below. Prior period segment information has been revised to conform to our current presentation. For additional financial information on our reportable segments presentation, see "Note 6 - Reportable Segment Information."

Pioneer Pressure Pumping Acquisition

On December 31, 2018, we consummated the purchase of certain pressure pumping assets and real property from Pioneer Natural Resources USA, Inc. ("Pioneer") and Pioneer Pumping Services, LLC (the "Pioneer Pressure Pumping Acquisition") in exchange for 16.6 million shares of our common stock and $110.0 million in cash. In May 2024, Pioneer merged with and into a wholly owned subsidiary of Exxon Mobil Corporation ("ExxonMobil") after which ExxonMobil became the owner of these shares until ExxonMobil's sale of these shares in May 2026. The Company currently provides pressure pumping, wireline and other services to ExxonMobil and previously provided such services to Pioneer.

On April 22, 2024, we entered into a sub-agreement for Hydraulic Fracturing Services with XTO Energy Inc., a wholly owned subsidiary of ExxonMobil ("XTO"), pursuant to which we will provide hydraulic fracturing, wireline and pumpdown services with two committed FORCE® electric-powered hydraulic fracturing fleets and the option to add a third FORCE® fleet (also with wireline and pumpdown services) for a certain number of contracted hours with respect to each fleet, subject to certain termination and release rights. We expect this agreement will expire in late 2026. At this time, we do not expect such agreement to be renewed or extended and, if we are not able to procure additional work from XTO, we will be required to redeploy the equipment associated with the affected fleets with other customers. Our inability to redeploy our equipment at similar utilization or pricing levels and such loss could have an adverse effect on our business until the equipment is redeployed at similar utilization or pricing levels. We continue to actively negotiate with other customers and potential customers to redeploy this equipment.

Commodity Price and Other Economic Conditions

The oil and gas industry has traditionally been volatile and is characterized by a combination of long-term, short-term and cyclical trends, including domestic and international supply and demand for oil and gas, current and expected future prices for oil and gas and the perceived stability and sustainability of those prices, and capital investments of E&P companies toward their development and production of oil and gas reserves. The oil and gas industry is also impacted by general domestic and international economic conditions such as supply chain disruptions and inflation, war and political instability in oil producing countries, government regulations (both in the United States and internationally), levels of consumer demand, adverse weather conditions, and other factors that are beyond our control.

The geopolitical and macroeconomic consequences of the war between Israel, Iran and the United States have contributed to significant volatility in crude oil prices, with the spot price per barrel of the West Texas Intermediate ("WTI") crude oil price increasing to approximately $91 per barrel on average in March 2026 before decreasing to approximately $84 per barrel on average in June 2026 compared to approximately $58 per barrel on average in December 2025 as a result of disruptions to crude oil production in the Middle East and global shipping constraints. In addition, the war between Russia and Ukraine, including the associated sanctions, events in Venezuela and actions by OPEC+ have contributed to volatility in supply and demand dynamics for crude oil and associated volatility in crude oil pricing in recent years. Additionally, we have recently experienced an increase in the Permian Basin rig count to 261 at the end of June 2026, according to the Baker Hughes Company, after experiencing several months of rig count decreases from 2023 onwards, which has increased the demand for completion services in the near term although demand remains less predictable and the pressure on pricing of our services continues to persist.

Sustained levels of high inflation likewise caused the U.S. Federal Reserve and other central banks to keep previously raised interest rates unchanged, and to the extent elevated inflation remains, we may experience further cost increases for our operations, including interest rates, labor costs and equipment. We cannot predict any future trends in the rate of inflation and crude oil prices. A significant increase in or continued high levels of inflation, to the extent we are unable to timely pass-through the cost increases to our customers, further volatility in crude oil prices, or potential changes in the United States' trade policy, including the imposition of tariffs and the resulting consequences, would negatively impact our business, financial condition and results of operations.

Government regulations and investors are demanding the oil and gas industry transition to a lower emissions operating environment, including upstream and energy service companies. As a result, we are working with our customers and equipment manufacturers to transition our equipment to a lower emissions profile. Currently, a number of lower emission solutions for pumping equipment, including Tier IV DGB dual-fuel, FORCE® electric, direct drive gas turbine and other technologies have been developed, and we expect additional lower emission solutions will be developed in the future. We are continually evaluating these technologies and other investment and acquisition opportunities that would support our existing and new customer relationships. The transition to lower emissions equipment is quickly evolving and will be capital intensive. Over time, we may be required to convert substantially all of our conventional Tier II equipment to lower emissions equipment. To the extent any of our customers have certain expectations or requirements with respect to emissions reductions from their contractors, if we are unable to continue to quickly transition to lower emissions equipment, the demand for our services could be adversely impacted.

If the Permian Basin rig count and market conditions improve, including improved pricing for our services and labor availability, and we are able to meet our customers' lower emissions equipment demands, we believe our operational and financial results will also improve. If the rig count or market conditions decline or do not improve in the future, and we are unable to increase our pricing or pass-through future cost increases to our customers, there could be a material adverse impact on our business, results of operations, and cash flows.

Related to our PROPWR® business line, U.S. power demand estimates continue to accelerate despite constrained electrical grid infrastructure. This is due to a number of factors including, but not limited to, aging transmission and distribution networks, extreme weather, and long lead times for various electric infrastructure equipment. This increase in demand may be met by a fundamental shift in the commercial landscape whereby data centers and other large power customers are expected to increasingly rely on distributed power service providers like PROPWR. The sustainability of this favorable supply-demand dynamic in the power sector will depend on multiple factors, including continued demand growth for generative AI computing applications, supply chain availability for electrical equipment, potential regulatory changes, overall economic activity levels, the level and pace at which the power industry can invest in power infrastructure, and the pace of continued electrification-driven demand growth.

How We Evaluate Our Operations

Our management uses Adjusted EBITDA or Adjusted EBITDA margin to evaluate and analyze the performance of our various operating segments.

Adjusted EBITDA and Adjusted EBITDA Margin

We view Adjusted EBITDA and Adjusted EBITDA margin as important indicators of performance. We define EBITDA as our earnings, before (i) interest expense, (ii) income taxes and (iii) depreciation and amortization. We define Adjusted EBITDA as EBITDA, plus (i) loss/(gain) on disposal of assets and businesses, (ii) stock-based compensation, (iii) business acquisition contingent consideration adjustments, (iv) other expense/(income), (v) other unusual or nonrecurring (income)/expenses, such as impairment expenses, costs related to asset acquisitions, insurance recoveries, one-time professional fees and legal settlements and (vi) retention bonuses and severance expense. Adjusted EBITDA margin reflects our Adjusted EBITDA as a percentage of our revenues.

Adjusted EBITDA and Adjusted EBITDA margin are supplemental measures utilized by our management and other users of our financial statements such as investors, commercial banks, and research analysts, to assess our financial performance because it allows us and other users to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure (such as varying levels of interest expense), asset base (such as depreciation and amortization), nonrecurring (income)/expenses and items outside the control of our management team (such as income taxes). Adjusted EBITDA and Adjusted EBITDA margin have limitations as analytical tools and should not be considered as an alternative to net income/(loss), operating income/(loss), cash flow from operating activities or any other measure of financial performance presented in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Note Regarding Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA margin are not financial measures presented in accordance with GAAP ("non-GAAP"), except when specifically required to be disclosed by GAAP in the financial statements. We believe that the presentation of Adjusted EBITDA and Adjusted EBITDA margin provides useful information to investors in assessing our financial condition and results of operations because it allows them to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure, asset base, nonrecurring expenses (income) and items outside the control of the Company. Net income (loss) is the GAAP measure most directly comparable to Adjusted EBITDA. Adjusted EBITDA and Adjusted EBITDA margin should not be considered as alternatives to the most directly comparable GAAP financial measure. Each of these non-GAAP financial measures has important limitations as analytical tools because they exclude some, but not all, items that affect the most directly comparable GAAP financial measures. You should not consider Adjusted EBITDA or Adjusted EBITDA margin in isolation or as a substitute for an analysis of our results as reported under GAAP. Because Adjusted EBITDA and Adjusted EBITDA margin may be defined differently by other companies in our industry, our definitions of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

The following tables set forth certain financial information with respect to the Company's reportable segments; intersegment revenues are shown under "Reconciling Items" (in thousands):

	Three Months Ended June 30, 2026					
	Hydraulic Fracturing	**Wireline**	**Cementing**	**Power Generation**	**Reconciling Items**	**Total**
Service revenue	$ 207,249	$ 57,542	$ 32,027	$ 9,317	$ (324)	$ 305,811
Adjusted EBITDA	$ 44,199	$ 11,441	$ 5,475	$ (742)	$ (15,608)	$ 44,765
Depreciation and amortization	$ 34,002	$ 4,953	$ 2,148	$ 2,346	$ 14	$ 43,463
Operating lease expense on FORCE® fleets (1)	$ 15,758	$ —	$ —	$ —	$ —	$ 15,758
Capital expenditures incurred	$ 16,279	$ 4,217	$ 3,186	$ 46,953	$ 9	$ 70,644
Total assets June 30, 2026 (2)	$ 796,888	$ 180,395	$ 76,661	$ 322,749	$ 683,138	$ 2,059,831

	Three Months Ended June 30, 2025					
	Hydraulic Fracturing	**Wireline**	**Cementing**	**Power Generation**	**Reconciling Items**	**Total**
Service revenue	$ 245,741	$ 47,995	$ 32,443	$ —	$ (28)	$ 326,151
Adjusted EBITDA	$ 51,983	$ 7,855	$ 4,651	$ (2,231)	$ (12,651)	$ 49,607
Depreciation and amortization	$ 35,634	$ 5,608	$ 2,030	$ 17	$ 20	$ 43,309
Operating lease expense on FORCE® fleets (1)	$ 14,462	$ —	$ —	$ —	$ —	$ 14,462
Capital expenditures incurred	$ 25,064	$ 2,331	$ 3,083	$ 42,614	$ —	$ 73,092
Total assets December 31, 2025 (2)	$ 841,180	$ 162,225	$ 69,396	$ 201,481	$ 16,608	$ 1,290,890

	Six Months Ended June 30, 2026					
	Hydraulic Fracturing	Wireline	Cementing	Power Generation	Reconciling Items	Total
Service revenue	$ 386,579	$ 119,342	$ 59,827	$ 11,530	$ (782)	$ 576,496
Adjusted EBITDA	$ 81,243	$ 25,092	$ 7,593	$ (6,047)	$ (26,723)	$ 81,158
Depreciation and amortization	$ 66,473	$ 9,893	$ 4,181	$ 3,502	$ 28	$ 84,077
Operating lease expense on FORCE® fleets (1)	$ 31,516	$ —	$ —	$ —	$ —	$ 31,516
Capital expenditures incurred	$ 27,541	$ 6,202	$ 3,481	$ 118,439	$ 9	$ 155,672
Total assets June 30, 2026 (2)	$ 796,888	$ 180,395	$ 76,661	$ 322,749	$ 683,138	$ 2,059,831

	Six Months Ended June 30, 2025					
	Hydraulic Fracturing	Wireline	Cementing	Power Generation	Reconciling Items	Total
Service revenue	$ 515,140	$ 101,437	$ 69,076	$ —	$ (86)	$ 685,567
Adjusted EBITDA	$ 120,324	$ 18,328	$ 12,716	$ (2,941)	$ (26,134)	$ 122,293
Depreciation and amortization	$ 76,935	$ 11,035	$ 3,960	$ 17	$ 43	$ 91,990
Operating lease expense on FORCE® fleets (1)	$ 29,801	$ —	$ —	$ —	$ —	$ 29,801
Capital expenditures incurred	$ 41,402	$ 4,515	$ 4,914	$ 60,914	$ —	$ 111,745
Total assets December 31, 2025 (2)	$ 841,180	$ 162,225	$ 69,396	$ 201,481	$ 16,608	$ 1,290,890

(1) Represents amortization of right-of-use assets and interest expense on lease liabilities related to operating leases on our FORCE® electric-powered hydraulic fracturing fleets. This cost is recorded within cost of services in our condensed consolidated statements of operations and is included in Adjusted EBITDA.

(2) Total assets under “Reconciling Items” comprise cash on hand, certain property, equipment and operating lease right-of-use assets pertaining to our corporate administrative activities.

A reconciliation of net income (loss) to Adjusted EBITDA is provided in the table below (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net (loss) income	$ (8,113)	$ (7,155)	$ (11,756)	$ 2,447
Depreciation and amortization	43,463	43,309	84,077	91,990
Interest expense	3,007	1,811	5,671	3,541
Income tax expense	5,931	2,372	259	3,484
Loss (gain) on disposal of assets	(1,590)	4,346	(2,330)	14,092
Stock-based compensation	5,950	4,733	10,621	8,070
Business acquisition contingent consideration adjustments	—	(100)	(500)	(400)
Other income, net (1)	(4,009)	(195)	(5,395)	(3,138)
Other general and administrative expense, net	—	159	—	165
Retention bonus and severance expense	126	327	511	2,042
Adjusted EBITDA	$ 44,765	$ 49,607	$ 81,158	$ 122,293

(1) Other income for the three months ended June 30, 2026 is primarily comprised of interest income of $3.8 million and legal settlement income of $0.3 million, partially offset by $0.1 million of other expense. Other income for the six months ended June 30, 2026 is primarily comprised of interest income of $4.9 million, tax refunds (net of advisory fees) totaling $0.2 million and legal settlement income of $0.3 million. Other income for the six months ended June 30, 2025 is primarily comprised of adjustments to workers' compensation and general liability insurance premiums of $1.0 million, tax refunds (net of advisory fees) totaling $0.4 million, interest income from note receivable from sale of business of $0.6 million, a $0.3 million unrealized gain on short-term investment and $0.8 million of other income.

Results of Operations

As of June 30, 2026, we conducted our business through four operating segments: Hydraulic Fracturing, Wireline, Cementing, and Power Generation.

The following table sets forth the results of operations for the periods presented:

(in thousands, except for percentages)	Three Months Ended June 30,		Change Increase (Decrease)	
	2026	2025	$	%
Revenue				
Hydraulic Fracturing	$ 207,249	$ 245,741	$ (38,492)	(15.7)%
Wireline	57,542	47,995	9,547	19.9 %
Cementing	32,027	32,443	(416)	(1.3)%
Power Generation	9,317	—	9,317	100.0 %
Elimination of intersegment service revenue	(324)	(28)	(296)	(1,057.1)%
Total revenue	305,811	326,151	(20,340)	(6.2)%
Cost of services (1)				
Hydraulic Fracturing	158,692	188,760	(30,068)	(15.9)%
Wireline	43,271	37,370	5,901	15.8 %
Cementing	24,962	26,532	(1,570)	(5.9)%
Power Generation	7,392	539	6,853	1,271.4 %
Elimination of intersegment cost of services	(324)	(28)	(296)	(1,057.1)%
Total cost of services	233,993	253,173	(19,180)	(7.6)%
General and administrative expense (2)	33,129	28,490	4,639	16.3 %
Depreciation and amortization	43,463	43,309	154	0.4 %
Loss (gain) on disposal of assets	(1,590)	4,346	(5,936)	136.6 %
Interest expense	3,007	1,811	1,196	66.0 %
Other income, net	(4,009)	(195)	(3,814)	(1,955.9)%
Income tax expense	5,931	2,372	3,559	(150.0)%
Net loss	$ (8,113)	$ (7,155)	$ (958)	(13.4)%
Adjusted EBITDA (3)	$ 44,765	$ 49,607	$ (4,842)	(9.8)%
Adjusted EBITDA margin (3)	14.6 %	15.2 %	(0.6)%	(3.9)%
Net loss margin (4)	(2.7)%	(2.2)%	(0.5)%	22.7 %
Hydraulic Fracturing segment results of operations:				
Revenue	$ 207,249	$ 245,741	$ (38,492)	(15.7)%
Cost of services	$ 158,692	$ 188,760	$ (30,068)	(15.9)%
Adjusted EBITDA (5)	$ 44,199	$ 51,983	$ (7,784)	(15.0)%
Adjusted EBITDA margin (5)	21.3 %	21.2 %	0.1 %	0.5 %

(1) Exclusive of depreciation and amortization.

(2) Inclusive of stock-based compensation.

(3) For definitions of the non-GAAP financial measures of Adjusted EBITDA and Adjusted EBITDA margin and reconciliation of Adjusted EBITDA to our most directly comparable financial measures calculated in accordance with GAAP, please read "How We Evaluate Our Operations."

(4) Net loss margin reflects our net loss as a percentage of our revenue.

(5) The non-GAAP financial measure of Adjusted EBITDA margin for the Hydraulic Fracturing segment is calculated by taking Adjusted EBITDA for the Hydraulic Fracturing segment as a percentage of our revenue for the Hydraulic Fracturing segment.

Three Months Ended June 30, 2026 Compared to the Three Months Ended June 30, 2025

Revenues. Revenues decreased 6.2%, or $20.4 million, to $305.8 million during the three months ended June 30, 2026, as compared to $326.2 million during the three months ended June 30, 2025. Revenue by reportable segment was as follows:

Hydraulic Fracturing. Our Hydraulic Fracturing segment revenues decreased 15.7%, or $38.5 million, to $207.2 million for the three months ended June 30, 2026, as compared to $245.7 million for the three months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity and reduced customer pricing along with idling of fleets during fiscal year 2025. Intersegment revenues totaled $0.3 million and $0.03 million for the three months ended June 30, 2026 and 2025, respectively. Intersegment revenues were derived from our Wireline, Cementing and Power Generation segments for the three months ended June 30, 2026, and from our Wireline segment for the three months ended June 30, 2025.

Wireline. Our Wireline segment revenues increased 19.9% or $9.5 million, to $57.5 million for the three months ended June 30, 2026, as compared to $48.0 million for the three months ended June 30, 2025. The increase was primarily attributable to increased customer activity and utilization.

Cementing. Our Cementing segment revenue decreased 1.3%, or $0.4 million, to $32.0 million for the three months ended June 30, 2026, as compared to $32.4 million for the three months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity during the three months ended June 30, 2026.

Power Generation. Our Power Generation segment revenue was $9.3 million for the three months ended June 30, 2026. Our Power Generation segment began revenue-generating activities during the third quarter of fiscal year 2025.

Cost of Services. Cost of services decreased 7.6%, or $19.2 million, to $234.0 million for the three months ended June 30, 2026, as compared to $253.2 million during the three months ended June 30, 2025. Cost of services by reportable segment was as follows:

Hydraulic Fracturing. Our Hydraulic Fracturing segment cost of services decreased 15.9% or $30.1 million, to $158.7 million for the three months ended June 30, 2026, as compared to $188.8 million for the three months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity and idling of fleets during the three months ended June 30, 2026. As a percentage of Hydraulic Fracturing segment revenues, Hydraulic Fracturing cost of services was 76.6% for the three months ended June 30, 2026, as compared to 76.8% for the three months ended June 30, 2025.

Wireline. Our Wireline segment cost of services increased 15.8%, or $5.9 million to $43.3 million for the three months ended June 30, 2026, as compared to $37.4 million for the three months ended June 30, 2025, due to increased customer activity and the impact of general cost inflation. Intersegment cost of services, consisting of cost of services incurred to our Hydraulic Fracturing segment, totaled $0.2 million and $0.03 million for the three months ended June 30, 2026 and 2025, respectively.

Cementing. Our Cementing segment cost of services decreased 5.9%, or $1.5 million, to $25.0 million for the three months ended June 30, 2026, as compared to $26.5 million for the three months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity during the three months ended June 30, 2026. Intersegment cost of services, consisting of cost of services incurred to our Hydraulic Fracturing segment, totaled $0.05 million and $0 for the three months ended June 30, 2026 and 2025, respectively.

Power Generation. Our Power Generation segment cost of services was $7.4 million for the three months ended June 30, 2026, as compared to $0.5 million for the three months ended June 30, 2025. Our Power Generation segment began revenue--generating activities during the third quarter of fiscal year 2025. Intersegment cost of services, consisting of cost of services incurred to our Hydraulic Fracturing segment, totaled $0.06 million and $0 for the three months ended June 30, 2026 and 2025, respectively.

General and Administrative Expenses. General and administrative expenses increased 16.3%, or $4.6 million, to $33.1 million for the three months ended June 30, 2026, as compared to $28.5 million for the three months ended June 30, 2025. The net increase was primarily attributable to a $4.8 million increase in payroll expenses primarily driven by headcount increases in our power generation services segment and a $1.2 million increase in stock-based compensation, partially offset by a $0.7 million decrease in dues and subscriptions and a $0.7 million net decrease in other general and administrative expenses.

Excluding nonrecurring and non-cash items (i.e., stock-based compensation of $5.9 million and retention bonuses and severance expenses of $0.1 million), general and administrative expenses were $27.1 million during the three months ended June 30, 2026, as compared to $23.4 million during the three months ended June 30, 2025.

Depreciation and Amortization. Depreciation and amortization increased 0.4%, or $0.2 million, to $43.5 million for the three months ended June 30, 2026, as compared to $43.3 million for the three months ended June 30, 2025.

Gain on Disposal of Assets. Gain on disposal of assets increased by 136.6%, or $5.9 million, to $1.6 million for the three months ended June 30, 2026, as compared to loss on disposal of $4.3 million for the three months ended June 30, 2025 due to write-offs related to the sale of conventional Tier II hydraulic fracturing equipment during the three months ended June 30, 2025.

Interest Expense. Interest expense increased 66.0% or $1.2 million to $3.0 million for the three months ended June 30, 2026, as compared to $1.8 million for the three months ended June 30, 2025. The increase was primarily attributable to the addition of loans under the Caterpillar Equipment Loan Agreement (as defined below) to support the purchase of certain mobile natural gas-fueled power generation equipment.

Other Income. Other income was approximately $4.0 million for the three months ended June 30, 2026, compared to other income of $0.2 million for the three months ended June 30, 2025. Other income for the three months ended June 30, 2026 is primarily comprised of interest income of $3.8 million and legal settlement income of $0.3 million, partially offset by $0.1 million of other expense.

Income Taxes. Total income tax expense was $5.9 million on pre-tax loss resulting in an effective tax rate of (271.8)% for the three months ended June 30, 2026, as compared to income tax expense of $2.4 million on pre-tax loss or an effective tax rate of (49.6)% for the three months ended June 30, 2025. The change in income tax expense recorded during the three months ended June 30, 2026, compared to the three months ended June 30, 2025, is primarily attributable to the impact of nondeductible expenses and state taxes on pre-tax loss for 2026, compared to 2025.

The following table sets forth the results of operations for the periods presented:

(in thousands, except for percentages)	Six Months Ended June 30,		Change Increase (Decrease)	
	2026	2025	$	%
Revenue				
Hydraulic Fracturing	$ 386,579	$ 515,140	$ (128,561)	(25.0)%
Wireline	119,342	101,437	17,905	17.7 %
Cementing	59,827	69,076	(9,249)	(13.4)%
Power Generation	11,530	—	11,530	100.0 %
Elimination of intersegment service revenue	(782)	(86)	(696)	(809.3)%
Total revenue	576,496	685,567	(109,071)	(15.9)%
Cost of services [(1)]				
Hydraulic Fracturing	297,059	385,013	(87,954)	(22.8)%
Wireline	88,322	77,663	10,659	13.7 %
Cementing	49,037	53,900	(4,863)	(9.0)%
Power Generation	12,051	539	11,512	2,135.8 %
Elimination of intersegment cost of services	(782)	(86)	(696)	(809.3)%
Total cost of services	445,687	517,029	(71,342)	(13.8)%
General and administrative expense [(2)]	60,283	56,122	4,161	7.4 %
Depreciation and amortization	84,077	91,990	(7,913)	(8.6)%
Loss (gain) on disposal of assets	(2,330)	14,092	(16,422)	(116.5)%
Interest expense	5,671	3,541	2,130	60.2 %
Other income, net	(5,395)	(3,138)	(2,257)	(71.9)%
Income tax expense	259	3,484	(3,225)	92.6 %
Net (loss) income	$ (11,756)	$ 2,447	$ (14,203)	580.4 %
Adjusted EBITDA [(3)]	$ 81,158	$ 122,293	$ (41,135)	(33.6)%
Adjusted EBITDA margin [(3)]	14.1 %	17.8 %	(3.7)%	(20.8)%
Net (loss) income margin [(4)]	(2.0)%	0.4 %	(2.4)%	(600.0)%
Hydraulic Fracturing segment results of operations:				
Revenue	$ 386,579	$ 515,140	$ (128,561)	(25.0)%
Cost of services	$ 297,059	$ 385,013	$ (87,954)	(22.8)%
Adjusted EBITDA [(5)]	$ 81,243	$ 120,324	$ (39,081)	(32.5)%
Adjusted EBITDA margin [(5)]	21.0 %	23.4 %	(2.4)%	(10.3)%

(1) Exclusive of depreciation and amortization.

(2) Inclusive of stock-based compensation.

(3) For definitions of the non-GAAP financial measures of Adjusted EBITDA and Adjusted EBITDA margin and reconciliation of Adjusted EBITDA to our most directly comparable financial measures calculated in accordance with GAAP, please read "How We Evaluate Our Operations."

(4) Net (loss) income margin reflects our net (loss) income as a percentage of our revenue.

(5) The non-GAAP financial measure of Adjusted EBITDA margin for the Hydraulic Fracturing segment is calculated by taking Adjusted EBITDA for the Hydraulic Fracturing segment as a percentage of our revenue for the Hydraulic Fracturing segment.

Six Months Ended June 30, 2026 Compared to the Six Months Ended June 30, 2025

Revenues. Revenues decreased 15.9%, or $109.1 million, to $576.5 million during the six months ended June 30, 2026, as compared to $685.6 million during the six months ended June 30, 2025. Revenue by reportable segment was as follows:

Hydraulic Fracturing. Our Hydraulic Fracturing segment revenues decreased 25.0%, or $128.6 million, to $386.6 million for the six months ended June 30, 2026, as compared to $515.1 million for the six months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity, reduced customer pricing and inclement weather-related operational disruptions during the six months ended June 30, 2026 along with idling of fleets during fiscal year 2025. Intersegment revenues totaled $0.8 million and $0.1 million for the six months ended June 30, 2026 and 2025, respectively. Intersegment revenues were derived from our Wireline, Cementing and Power Generation segments for the six months ended June 30, 2026, and from our Wireline segment for the six months ended June 30, 2025.

Wireline. Our Wireline segment revenues increased 17.7% or $17.9 million, to $119.3 million for the six months ended June 30, 2026, as compared to $101.4 million for the six months ended June 30, 2025. The increase was primarily attributable to increased customer activity and utilization.

Cementing. Our Cementing segment revenue decreased 13.4%, or $9.2 million, to $59.8 million for the six months ended June 30, 2026, as compared to $69.1 million for the six months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity and inclement weather-related operational disruptions during the six months ended June 30, 2026.

Power Generation. Our Power Generation segment revenue was $11.5 million for the six months ended June 30, 2026. Our Power Generation segment began revenue-generating activities during the third quarter of fiscal year 2025.

Cost of Services. Cost of services decreased 13.8%, or $71.3 million, to $445.7 million for the six months ended June 30, 2026, as compared to $517.0 million during the six months ended June 30, 2025. Cost of services by reportable segment was as follows:

Hydraulic Fracturing. Our Hydraulic Fracturing segment cost of services decreased 22.8% or $88.0 million, to $297.1 million for the six months ended June 30, 2026, as compared to $385.0 million for the six months ended June 30, 2025. As a percentage of Hydraulic Fracturing segment revenues, Hydraulic Fracturing cost of services was 76.8% for the six months ended June 30, 2026, as compared to 74.7% for the six months ended June 30, 2025, driven by the absorption of fixed costs as a result of inclement weather-related operational disruptions, lower revenue during the six months ended June 30, 2026 and the impact of general cost inflation.

Wireline. Our Wireline segment cost of services increased 13.7%, or $10.6 million to $88.3 million for the six months ended June 30, 2026, as compared to $77.7 million for the six months ended June 30, 2025, due to increased customer activity and the impact of general cost inflation. Intersegment cost of services, consisting of cost of services incurred to our Hydraulic Fracturing segment, totaled $0.5 million and $0.1 million for the six months ended June 30, 2026 and 2025, respectively.

Cementing. Our Cementing segment cost of services decreased 9.0%, or $4.9 million, to $49.0 million for the six months ended June 30, 2026, as compared to $53.9 million for the six months ended June 30, 2025. The decrease was primarily attributable to decreased customer activity and inclement weather-related operational disruptions during the six months ended June 30, 2026. Intersegment cost of services, consisting of cost of services incurred to our Hydraulic Fracturing segment, totaled $0.2 million and $0 for the six months ended June 30, 2026 and 2025, respectively.

Power Generation. Our Power Generation segment cost of services was $12.1 million for the six months ended June 30, 2026, as compared to $0.5 million for the six months ended June 30, 2025. Our Power Generation segment began revenue-generating activities during the third quarter of fiscal year 2025. Intersegment cost of services, consisting of cost of services incurred to our Hydraulic Fracturing segment, totaled $0.1 million and $0 for the six months ended June 30, 2026 and 2025, respectively.

General and Administrative Expenses. General and administrative expenses increased 7.4%, or $4.2 million, to $60.3 million for the six months ended June 30, 2026, as compared to $56.1 million for the six months ended June 30, 2025. The net increase was primarily attributable to a $5.8 million increase in payroll expenses primarily driven by headcount increases in our power generation services segment and a $2.6 million increase in stock-based compensation, partially offset by a $1.5 million decrease in retention bonus and severance expense, a $1.4 million decrease in professional fees, a $0.6 million decrease in dues and subscriptions and a $0.7 million net decrease in other general and administrative expenses.

Excluding nonrecurring and non-cash items (i.e., stock-based compensation of $10.6 million and retention bonuses and severance expenses of $0.5 million, partially offset by business acquisition contingent consideration adjustments of $0.5 million), general and administrative expenses were $49.7 million during the six months ended June 30, 2026, as compared to $46.2 million during the six months ended June 30, 2025.

Depreciation and Amortization. Depreciation and amortization decreased 8.6%, or $7.9 million, to $84.1 million for the six months ended June 30, 2026, as compared to $92.0 million for the six months ended June 30, 2025. The decrease was primarily attributable to assets fully depreciating and a reduction in the cost basis of conventional Tier II hydraulic fracturing equipment sold in 2025.

Gain (loss) on Disposal of Assets. Gain on disposal of assets increased by 116.5%, or $16.4 million, to $2.3 million for the six months ended June 30, 2026, as compared to loss on disposal of $14.1 million for the six months ended June 30, 2025 due to write-offs related to the sale of conventional Tier II hydraulic fracturing equipment during the six months ended June 30, 2026.

Interest Expense. Interest expense increased 60.2% or $2.2 million to $5.7 million for the six months ended June 30, 2026, as compared to $3.5 million for the six months ended June 30, 2025. The increase was primarily attributable to the addition of loans under the Caterpillar Equipment Loan Agreement to support the purchase of certain mobile natural gas-fueled power generation equipment.

Other Income. Other income was approximately $5.4 million for the six months ended June 30, 2026, compared to other income of $3.1 million for the six months ended June 30, 2025. Other income for the six months ended June 30, 2026 is primarily comprised of interest income of $4.9 million, tax refunds (net of advisory fees) totaling $0.2 million and legal settlement income of $0.3 million. Other income for the six months ended June 30, 2025 is primarily comprised of adjustments to workers' compensation and general liability insurance premiums of $1.0 million, tax refunds (net of advisory fees) totaling $0.4 million, interest income from note receivable from sale of business of $0.6 million, a $0.3 million unrealized gain on short-term investment and $0.8 million of other income.

Income Taxes. Total income tax expense was $0.3 million on pre-tax loss resulting in an effective tax rate of (2.3)% for the six months ended June 30, 2026, as compared to income tax expense of $3.5 million on pre-tax income or an effective tax rate of 58.7% for the six months ended June 30, 2025. The change in income tax expense recorded during the six months ended June 30, 2026, compared to the six months ended June 30, 2025, is primarily attributable to the difference in the impact of nondeductible expenses, state taxes, and valuation allowances on pre-tax loss for 2026, compared to pre-tax income in 2025.

Liquidity and Capital Resources

Our liquidity is currently provided by (i) existing cash balances, including net proceeds of approximately $163.1 million from the 2026 Common Stock Offering (as defined below) after deducting underwriting discounts and commissions and estimated offering expenses paid by the Company and net proceeds of approximately $668.5 million from the issuance of Convertible Notes (as defined below) after deducting initial purchasers’ discounts and commissions and offering expenses paid by the Company, (ii) operating cash flows, and (iii) borrowings under our Caterpillar Equipment Loan Agreement. See "Credit Facility and Other Financing Arrangements" below. Additionally, on December 29, 2025, we entered into the Stonebriar Equipment Lease Facility to support the lease of certain mobile power generation equipment, including turbine generator sets along with auxiliary equipment, for our PROPWR® business line. Our cash is primarily used to fund our operations, support growth opportunities, fund share repurchases under our share repurchase program and satisfy future debt repayments and lease payments. Our Borrowing Base (as defined below), under our ABL Credit Facility (as defined below), as redetermined monthly, is tied to the sum of 85% to 90% of monthly eligible accounts receivable, 80% of eligible unbilled accounts (up to a maximum of 25% of the Borrowing Base in the aggregate), in each case, depending on the credit ratings of our accounts receivable counterparties and certain value of eligible power generation equipment (up to a maximum of 35% of the Borrowing Base), less customary reserves (the "Borrowing Base"). Changes to our operational activity levels and our customers' credit ratings have an impact on our total eligible accounts receivable, which could result in significant changes to our Borrowing Base and therefore, our availability under our ABL Credit Facility.

We received advance payments from customers for our services, and the amount outstanding in connection with the advance payments as of June 30, 2026 was $7.4 million, which does not include any restricted cash.

As of June 30, 2026, we had no outstanding borrowings under our ABL Credit Facility, our outstanding borrowings under our Caterpillar Equipment Loan Agreement were $129.6 million and our total liquidity was approximately $904.7 million, consisting of cash and cash equivalents of $784.0 million and $120.7 million of availability under our ABL Credit Facility.

In May 2025, the Company's board of directors (the "Board") approved a further extension of the share repurchase program initially authorized on May 17, 2023. As extended, the program permits the repurchase of up to $200 million of the Company's common stock through December 31, 2026. The shares may be repurchased from time to time in open market transactions, block trades, accelerated share repurchases, privately negotiated transactions, derivative transactions or otherwise, certain of which may be made pursuant to a trading plan meeting the requirements of Rule 10b5-1 under the Exchange Act, as amended, in compliance with applicable state and federal securities laws. The timing, as well as the number and value of shares repurchased under the share repurchase program, will be determined by the Company at its discretion and will depend on a variety of factors, including management's assessment of the intrinsic value of the Company's common stock, the market price of the Company's common stock, general market and economic conditions, available liquidity, compliance with the Company's debt and other agreements, applicable legal requirements, and other considerations. The Company is not obligated to purchase any shares under the share repurchase program, and the share repurchase program may be suspended, modified, or discontinued at any time without prior notice. The Company expects to fund the repurchases using cash on hand and expected free cash flow to be generated through December 2026. During the three and six months ended June 30, 2026, the Company made no share repurchases under the share repurchase program as it prioritized the scaling of its PROPWR® business line. The Company intends to continue to prioritize investing in its PROPWR® business line in the near future. As of June 30, 2026, $89.2 million remained authorized for future repurchases of common stock under the share repurchase program.

In January 2026, the Company sold 17.25 million shares of its common stock under an underwritten public offering for $10.00 per share, pursuant to an effective shelf registration statement on Form S-3 filed with the SEC (the "2026 Common Stock Offering"). The Company received approximately $163.1 million in net proceeds from this sale after deducting underwriting discounts and commissions and estimated offering expenses. The Company intends to use the net proceeds from this sale for general corporate purposes, including to fund growth capital for additional power generation equipment.

In May 2026, the Company issued $690.0 million aggregate principal amount of 0.00% convertible senior notes (the "Convertible Notes") due November 15, 2031, unless earlier converted, redeemed or repurchased. The Company received approximately $668.5 million in net proceeds from the issuance of the Convertible Notes after deducting initial purchasers' discounts and commissions and offering expenses paid by the Company. In connection with the issuance of the Convertible Notes, the Company paid approximately $36.8 million for entering into privately negotiated capped call transactions relating to the Convertible Notes with an affiliate of one of the initial purchasers and certain other financial institutions. See "Note 5 - Interim and Long-Term Debt" to the condensed consolidated financial statements for further details on the Convertible Notes and the Capped Calls.

There can be no assurance that our operations and other capital resources will provide cash in sufficient amounts to maintain planned or future levels of capital expenditures and to continue with our share repurchases under our share repurchase program or fund future business acquisitions. Future cash flows are subject to a number of variables, and are highly dependent on the drilling, completion, and production activity by our customers, which in turn is highly dependent on oil and natural gas prices. Depending upon market conditions and other factors, we may issue equity and debt securities or take other actions necessary to fund our business, strategy or meet our future long-term liquidity requirements.

Capital Requirements, Future Sources and Use of Cash and Contractual Obligations

Capital expenditures incurred were $70.6 million during the three months ended June 30, 2026, as compared to $73.1 million during the three months ended June 30, 2025. The significant portion of our total capital expenditures incurred during the three months ended June 30, 2026 were for our power generation segment totaling $47.0 million, including $22.4 million of financed equipment purchases for this business, and maintenance capital expenditures for our completion services operations. Capital expenditures incurred were $155.7 million during the six months ended June 30, 2026, as compared to $111.7 million during the six months ended June 30, 2025. The significant portion of our total capital expenditures incurred during the three months ended June 30, 2026 were for our power generation segment totaling $118.4 million, including $60.4 million of financed equipment purchases for this business, and maintenance capital expenditures for our completion services operations.

Our future material use of cash will be to fund our capital expenditures and to repay debt and other financing obligations. Although we intend to prioritize investing in our PROPWR® business line in the near future, we may also use cash to repurchase shares under our share repurchase program. Capital expenditures for 2026 are projected to be primarily related to capital expenditures to purchase power generation equipment, costs to extend the useful life of our existing completion services assets, costs to convert some existing equipment to lower emissions equipment, potential buyout of leased FORCE® electric-powered hydraulic fracturing fleets, strategic purchases and other ancillary equipment purchases, subject to market conditions and customer demand. Our future capital expenditures depend on our projected operational activity, emission requirements, planned conversions to lower emissions equipment and demand for our power generation services, among other factors, which could vary significantly throughout the year. We now anticipate full-year 2026 capital expenditures incurred to be between

$525 million and $595 million. Of this, our completion services business is expected to account for approximately $125 million to $145 million, including approximately $15 million to $20 million related to lease buyouts for a portion of our FORCE® electric-powered hydraulic fracturing fleets if we decide to exercise our purchase options. Additionally, we expect to incur capital expenditures of approximately $400 million to $450 million for our PROPWR® business line.

In 2025, we entered into contractual arrangements with an equipment manufacturer to purchase mobile natural gas-fueled power generation equipment, including turbine generator sets along with auxiliary equipment, for our PROPWR® business line, with a total cost of $186.6 million. The total remaining commitment (after initial down payment and financed payments) under these arrangements as of June 30, 2026 was $18.9 million, of which $17.3 million will be financed under the Caterpillar Equipment Loan Agreement. We expect to receive the remaining equipment currently on order under these arrangements in the third quarter of fiscal year 2026.

On April 28, 2026, ProPetro Energy Solutions, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("PROPWR"), entered into a global framework agreement with Caterpillar Inc., a Delaware corporation ("Caterpillar"), under which PROPWR agreed to purchase approximately 1.5 gigawatts of incremental power generation assets, subject to certain termination rights of PROPWR and Caterpillar (the "Framework Agreement"). Under the Framework Agreement, we had a minimum purchase obligation at signing of approximately $1,106.0 million subject to adjustments including annual escalations, taxes and tariffs, not inclusive of balance of plant, as well as the option to acquire up to an additional approximately 600 megawatts over a period of approximately five years ending December 31, 2031. As of June 30, 2026, we had approximately 360 megawatts of equipment on order under this Framework Agreement representing a commitment of approximately $320.4 million. We expect to receive this equipment from the fourth quarter of fiscal year 2026 through late fiscal year 2028.

We also entered into contractual arrangements with other equipment manufacturers to purchase additional power generation and auxiliary equipment for our PROPWR® business line, with a total remaining commitment of approximately $229.4 million. We expect to receive the remaining equipment currently on order under these arrangements from the third quarter of fiscal year 2026 through the end of fiscal year 2027.

We intend to use part of the net proceeds received from the 2026 Common Stock Offering and the issuance of Convertible Notes (net of our purchase of capped calls) to fund our equipment purchases. We continue to actively negotiate additional contracts amid increasing demand for power solutions and to explore various financing alternatives for our power equipment.

We could incur significant additional capital expenditures if our projected activity levels increase during the course of the year, inflation and supply chain tightness continue to adversely impact our operations or we invest in new or different lower emissions equipment. The Company will continue to evaluate the emissions profile of its equipment over the coming years and may, depending on market conditions, convert or retire additional conventional Tier II equipment in favor of lower emissions equipment. The Company's decisions regarding the retirement or conversion of equipment or the addition of lower emissions equipment will be subject to a number of factors, including (among other factors) the availability of equipment, including parts and major components, supply chain disruptions, prevailing and expected commodity prices, customer demand and requirements and the Company's evaluation of projected returns on conversion or other capital expenditures. Depending on the impacts of these factors, the Company may decide to retain conventional equipment for a longer period of time or accelerate the retirement, replacement or conversion of that equipment. The Company may also decide to exercise its buyout options on its leased FORCE® electric-powered hydraulic fracturing fleets at the end of their leases.

We anticipate our capital expenditures will be funded by existing cash, including proceeds from the 2026 Common Stock Offering and the Notes Offering, cash flows from operations, the Caterpillar Equipment Loan Agreement, other financing arrangements including the Stonebriar Equipment Lease Facility, and borrowings under our ABL Credit Facility. Our cash flows from operations will be generated from services we provide to our customers.

We entered into three-year electric fleet leases for five FORCE® electric-powered hydraulic fracturing fleets (the "Electric Fleet Leases"), which contain options to extend the leases or purchase the equipment at the end of each lease or at the end of each subsequent renewal period. As of June 30, 2026, all five of the Electric Fleet Leases commenced when the Company took possession of all equipment associated with its five FORCE® electric-powered hydraulic fracturing fleets under these leases. The total estimated remaining contractual commitment in connection with the Electric Fleet Leases excluding the cost associated with the option to purchase the equipment at the end of each lease is approximately $54.4 million. We also entered into a three year lease (the "Power Equipment Lease") for certain power generation equipment. The total estimated contractual commitment in connection with the Power Equipment Lease is approximately $2.8 million. We also have leases for facilities and office spaces with a total estimated contractual commitment of approximately $6.9 million.

The Stonebriar Equipment Lease Facility requires us to pay an unused commitment fee of 0.5% of any unused portion of the lessor's $350.0 million funding commitment at December 31, 2028. The maximum amount we may owe for this fee is $1.8 million.

In the normal course of business, we enter into various contractual obligations and incur expenses in connection with routine growth, conversion and maintenance capital expenditures that impact our future liquidity. There were no other known future material contractual obligations as of June 30, 2026.

In July 2026, we placed an order for approximately 160 megawatts of power generation equipment under the Framework Agreement representing a commitment of approximately $170.3 million and an order for approximately 10 megawatts of additional power generation equipment representing a commitment of approximately $14.4 million. We expect to receive this equipment from the first quarter through the end of fiscal year 2027.

Cash and Cash Flows

The following table sets forth the historical cash flows for the six months ended June 30, 2026, and 2025:

(in thousands)	**Six Months Ended June 30,**	
	2026	**2025**
Net cash provided by operating activities	$ 68,779	$ 108,903
Net cash used in investing activities	$ (99,213)	$ (68,524)
Net cash provided by (used in) financing activities	$ 723,058	$ (15,982)

Operating Activities

Net cash provided by operating activities was $68.8 million for the six months ended June 30, 2026, compared to $108.9 million for the six months ended June 30, 2025. The net decrease of approximately $40.1 million was primarily due to approximately $38.3 million lower net income adjusted for noncash expenses, partially offset by working capital tailwinds which consumed approximately $1.8 million less cash in the six months ended June 30, 2026 compared to the six months ended June 30, 2025.

Investing Activities

Net cash used in investing activities increased to $99.2 million for the six months ended June 30, 2026, from $68.5 million for the six months ended June 30, 2025. The increase was primarily attributable to a $26.7 million increase in capital expenditures, a $3.2 million decrease in proceeds from sale of assets and a $0.8 million decrease in proceeds from note receivable from sale of business.

The following table reconciles our capital expenditures paid to capital expenditures incurred for the periods indicated:

(in thousands)	**Six Months Ended June 30,**	
	2026	**2025**
Capital expenditures paid (1)	$ 104,722	$ 78,044
Less: Capital expenditures included in accounts payable and accrued liabilities - beginning of period	(28,095)	(14,695)
Add: Capital expenditures included in accounts payable and accrued liabilities - end of period	18,675	29,136
Add: Capital expenditures related to financed equipment purchases - end of period	60,370	18,910
Add: Capital expenditures financed by operating lease landlord - end of period	—	350
Capital expenditures incurred (1)	$ 155,672	$ 111,745

(1) This table reconciles cash basis capital expenditures reported in the Company's condensed consolidated statements of cash flows to accrual basis capital expenditures reported in "Note 6. - Reportable Segment Information" and below.

The following table summarizes our capital expenditures incurred by reportable segment for the periods indicated:

(in thousands)	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Reportable Segments:		
Hydraulic Fracturing	$ 27,541	$ 41,402
Wireline	6,202	4,515
Cementing	3,481	4,914
Power Generation	118,439	60,914
Reconciling Items [(1)]	9	—
Total capital expenditures incurred	$ 155,672	$ 111,745

(1) Reconciling Items include our corporate facilities.

Cash Flows From Financing Activities

Net cash provided by financing activities was $723.1 million for the six months ended June 30, 2026, as compared to net cash used in financing activities of $16.0 million for the six months ended June 30, 2025. The net increase was primarily driven by $690.0 million of gross proceeds received from the Notes Offering, $164.3 million of proceeds received from the 2026 Common Stock Offering, a $3.0 million decrease in repayments of insurance financing and a $0.5 million decrease in payment of excise tax on share repurchases, partially offset by $45.0 million repayments of borrowings under the ABL Credit Facility, $36.8 million paid for the purchase of capped calls related to the Convertible Notes and $1.2 million of costs paid related to the 2026 Common Stock Offering during the six months ended June 30, 2026, $8.3 million increase in repayments of equipment financing term loans, a $24.3 million increase in payment of debt issuance costs (including debt issuance costs and discounts related to the Notes Offering) and a $2.7 million increase in tax withholdings paid for net settlement of equity awards.

Credit Facility and Other Financing Arrangements

The Company is party to the ABL Credit Facility that provides for borrowing capacity of up to $350.0 million (subject to the Borrowing Base limit), and matures on May 4, 2031.

ABL Credit Facility: Effective May 4, 2026, the Company entered into an amendment to its amended and restated revolving credit facility (the revolving credit facility, as amended and restated in April 2022, as amended in June 2023, as amended in June 2024, as amended in December 2025, as amended in May 2026 and as may be amended further, the "ABL Credit Facility"). The amendment increased the debt basket for leverage-ratio-based indebtedness, capital/finance leases, purchase money debt and other similar indebtedness from $425.0 million to the greater of (i) $600.0 million and (ii) 300% of the Company's consolidated earnings before interest expense, income taxes, depreciation and amortization for its most recently completed four consecutive fiscal quarters, and added a new $690.0 million debt basket for the incurrence of convertible indebtedness. The amendment also updated the Borrowing Base to include certain value of eligible power generation equipment (up to a maximum of 35% of the Borrowing Base in the aggregate). The Borrowing Base as of June 30, 2026, was approximately $131.8 million. The ABL Credit Facility includes a springing fixed charge coverage ratio that applies when excess availability is less than the greater of (i) 10% of the lesser of the facility size or the Borrowing Base or (ii) $15.0 million. Under the ABL Credit Facility we are required to comply, subject to certain exceptions and materiality qualifiers, with certain customary affirmative and negative covenants, including, but not limited to, covenants pertaining to our ability to incur liens, indebtedness, changes in the nature of our business, mergers and other fundamental changes, disposal of assets, investments and restricted payments, amendments to our organizational documents or accounting policies, prepayments of certain debt, dividends, transactions with affiliates, and certain other activities. Borrowings under the ABL Credit Facility are secured by a first priority lien and security interest in substantially all assets of the Company excluding certain mobile natural gas-fueled power generation equipment purchased under a financing arrangement.

Borrowings under the ABL Credit Facility accrue interest based on a three-tier pricing grid tied to availability, and we may elect for loans to be based on either the Secured Overnight Financing Rate ("SOFR") or the base rate, plus the applicable margin, which ranges from 1.50% to 2.00% for SOFR loans and 0.50% to 1.00% for base rate loans. The weighted average annual interest rate on our outstanding borrowings under the ABL Credit Facility for the six months ended June 30, 2026 was 5.64%.

As of June 30, 2026 and December 31, 2025, we had borrowings outstanding under our ABL Credit Facility of $0 and $45.0 million, respectively.

Caterpillar Equipment Loan Agreement: On April 2, 2025, we entered into a financing arrangement and on February 6, 2026, we entered into an amendment to this financing arrangement with Caterpillar Financial Services Corporation (collectively, the "Caterpillar Equipment Loan Agreement") to support the purchase of certain mobile natural gas-fueled power generation equipment, including turbine generator sets along with auxiliary equipment, for our PROPWR® business line, under which the lender, Caterpillar Financial Services Corporation (an affiliate of the equipment manufacturer), will fund progress payments beyond the initial down payment on the equipment for a maximum total available amount of $157.3 million and provide us interim loans in connection with each progress payment made on our behalf. Such interim loans will accrue interest at a floating rate per annum based on SOFR, plus a 3.85% margin, plus any increase or minus any decrease in the Bloomberg Industrial Single A Total Return Index since November 15, 2024. Such interim loans will be combined and converted to a term loan for each unit of equipment after the final progress payment is funded for such unit. Interest on interim loans is payable on a monthly basis until conversion to term loans. Each term loan will accrue interest at a fixed rate per annum based on the three-year U.S. Treasury rate as of the date of conversion of interim loans to the term loan for each unit of equipment, plus a 3.70% margin, plus any increase or minus any decrease in the Bloomberg Industrial Single A Total Return Index since November 15, 2024 and will be payable in equal monthly installments over a period not to exceed five years. Each loan will be secured on a first lien basis by equipment collateral and support documents, casualty proceeds and other proceeds or products related thereto, and any proceeds from the equipment loan must be used for payment or reimbursement for the equipment subject to such loan. Each loan will be fully and unconditionally guaranteed by the guarantors set forth in the Caterpillar Equipment Loan Agreement. The weighted average interest rate on our interim loans (short-term loans) as of June 30, 2026 was 7.43%. The weighted average interest rate on our term loans (long-term loans) for the six months ended June 30, 2026 was 7.48%.

Under the Caterpillar Equipment Loan Agreement, we have incurred interim loans and term loans with outstanding amounts of $11.0 million and $118.6 million, respectively, as of June 30, 2026, related to funding for equipment under construction and equipment received. See "Note 5 - Interim and Long-Term Debt." The financed payments from the lender (an affiliate of the equipment manufacturer) are presented as non-cash investing and financing activities within the "Supplemental Disclosure of Non-Cash Investing and Financing Activities" section of our condensed consolidated statements of cash flows. The repayments of term loans are presented as cash outflows under cash flows from financing activities in our condensed consolidated statements of cash flows.

Convertible Senior Notes. On May 7, 2026, the Company issued the Convertible Notes. The Company received approximately $668.5 million in net proceeds from the issuance of the Convertible Notes after deducting initial purchasers' discounts and commissions and offering expenses paid by the Company. In connection with the issuance of the Convertible Notes, the Company paid approximately $36.8 million for entering into privately negotiated capped call transactions relating to the Convertible Notes with an affiliate of one of the initial purchasers and certain other financial institutions. Before August 15, 2031, noteholders have the right to convert their Convertible Notes only in certain circumstances and during specified periods. From and after August 15, 2031, noteholders may convert their Convertible Notes at any time at their election until the close of business on the second scheduled trading day immediately before the maturity date. The Company will settle conversions by paying or delivering, as applicable, cash, shares of the Company's common stock, par value $0.001, or a combination of cash and the Company's common stock, at its election. As of June 30, 2026, the outstanding amount under the Convertible Notes was $690.0 million.

Stonebriar Equipment Lease Facility. On December 29, 2025, PROPWR entered into an Interim Funding Agreement and a Master Lease Agreement with Stonebriar for the right, but not the obligation, to fund up to $350.0 million of purchases of power generator equipment for our PROPWR® business line. Under the Interim Funding Agreement, Stonebriar provides funding to finance down payments and progress payments owing to equipment suppliers. Monthly rent under the Interim Funding Agreement is based on the unpaid balance of the aggregate amounts advanced under the Interim Funding Agreement and not yet converted to a lease schedule under the Master Lease Agreement, times a per annum lease rate factor equal to the sum of 1-Month SOFR plus 6.25%. Upon delivery and acceptance of a power generator, amounts outstanding under the Interim Funding Agreement with respect to such equipment are converted into a lease schedule under the Master Lease Agreement. Stonebriar will hold legal title to such leased equipment. The lease term for each item of equipment will be 84 months, and the rental payment amounts will be based on the equipment cost times a lease rate factor set forth in the applicable lease schedule. PROPWR will have certain early termination and purchase options with respect to the leased equipment at various points during the lease, as set forth in the Master Lease Agreement and related lease schedule for such equipment. Upon exercise of such rights and payment of the required amounts, PROPWR would acquire legal title to such equipment. As of June 30, 2026, we had no leases and no outstanding lease liability amounts under the Stonebriar Equipment Lease Facility.

Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements as of June 30, 2026.

Critical Accounting Estimates

There have been no material changes during the six months ended June 30, 2026 to the methodology applied by our management for critical accounting estimates previously disclosed in our Form 10-K. Please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates" in our Form 10-K for a discussion of our critical accounting policies and estimates.

Recently Issued Accounting Standards

Disclosure concerning recently issued accounting standards is incorporated by reference to Note 2 of our Condensed Consolidated Financial Statements (Unaudited) contained in this Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of June 30, 2026, there have been no material changes in market risk from the information provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations" or "Quantitative and Qualitative Disclosures of Market Risk" in our Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that the information required to be disclosed by us in our reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

As required by Rule 13a-15(b) under the Exchange Act, we have evaluated, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Form 10-Q. Based upon that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of June 30, 2026.

Changes in Internal Control over Financial Reporting

There were no changes in our system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. Legal Proceedings

See "Note 13 – Commitments and Contingencies" in the Notes to Condensed Consolidated Financial Statements for further information.

ITEM 1A. Risk Factors

Except as set forth below, there have been no material changes to the risk factors disclosed in Part I, Item 1A. of our Form 10-K.

The accounting method for the Convertible Notes could adversely affect our reported financial condition and results.

The accounting method for reflecting the Convertible Notes on our balance sheet, accruing amortized interest expense for the Convertible Notes and reflecting the underlying shares of our common stock in our reported diluted earnings per share may adversely affect our reported earnings and financial condition.

In accordance with applicable accounting standards, the Convertible Notes are reflected as a liability on our balance sheets, with the initial carrying amount equal to the principal amount of the Convertible Notes, net of issuance costs. The issuance costs are treated as a debt discount for accounting purposes, which will be amortized into interest expense over the term of the Convertible Notes. As a result of this amortization, the interest expense that we recognize for the Convertible Notes for accounting purposes will be greater than the cash special interest and additional interest payments, if any, we may be required to pay on the Convertible Notes, which will result in lower reported income.

In addition, the common stock underlying the Convertible Notes is reflected in our diluted earnings per share using the "if converted" method. Under that method, diluted earnings per share would generally be calculated assuming that all the Convertible Notes were converted solely into shares of our common stock at the beginning of the reporting period, unless the result would be anti-dilutive. The application of the if-converted method may reduce our reported diluted earnings per share, and accounting standards may change in the future in a manner that may adversely affect our diluted earnings per share.

Furthermore, if any of the conditions to the convertibility of the Convertible Notes is satisfied, then we may be required under applicable accounting standards to reclassify the liability carrying value of the notes as a current, rather than a long-term, liability. This reclassification could be required even if no noteholders convert their notes and could materially reduce our reported working capital.

Provisions in the Indenture could delay or prevent an otherwise beneficial takeover of us.

Certain provisions in the Convertible Notes and the Indenture could make a third-party attempt to acquire us more difficult or expensive. For example, if a takeover constitutes a Fundamental Change, then, except as described in the Indenture, holders of the Convertible Notes will have the right to require us to repurchase their Convertible Notes for cash. In addition, if a takeover constitutes a Make-Whole Fundamental Change, then we may be required to temporarily increase the conversion rate for the Convertible Notes. In either case, and in other cases, our obligations under the Convertible Notes and the Indenture could increase the cost of acquiring us or otherwise discourage a third party from acquiring us or removing incumbent management, including in a transaction that holders of our Convertible Notes or holders of our common stock may view as favorable.

The conditional conversion feature of the Convertible Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the Convertible Notes is triggered, holders of the Convertible Notes will be entitled to convert the Convertible Notes at any time during specified periods at their option. If one or more holders of the Convertible Notes elect to convert their Convertible Notes, we may elect to settle all or a portion of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders of the Convertible Notes do not elect to convert their Convertible Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Convertible Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

ITEM 2. Unregistered Sales or Purchases of Equity Securities and Use of Proceeds

Share Repurchase Program

The following sets forth information with respect to our repurchases of shares of common stock during the three months ended June 30, 2026:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs (1)	Approximate dollar value of shares that may yet be purchased under the plans or programs (1)
April 1, 2026 to April 30, 2026	—	$ —	—	$ 89,152,858
May 1, 2026 to May 31, 2026	—	$ —	—	$ 89,152,858
June 1, 2026 to June 30, 2026	—	$ —	—	$ 89,152,858
Total	—	$ —	—	$ 89,152,858

(1) In May 2025, the Board approved a further extension of the share repurchase program initially authorized on May 17, 2023. As so extended, the share repurchase program permits the repurchase of up to $200 million of the Company's common stock through December 31, 2026. The shares may be repurchased from time to time in open market transactions, block trades, accelerated share repurchases, privately negotiated transactions, derivative transactions or otherwise, certain of which may be made pursuant to a trading plan meeting the requirements of Rule 10b5-1 under the Exchange Act, as amended, in compliance with applicable state and federal securities laws.

ITEM 3. Defaults Upon Senior Securities

None.

ITEM 4. Mine Safety Disclosures

Not applicable.

ITEM 5. Other Information

During the three months ended June 30, 2026, no director or officer of the Company adopted, modified or terminated any "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" within the meaning of Item 408 of Regulation S-K.

ITEM 6. Exhibits

The exhibits required to be filed or furnished by Item 601 of Regulation S-K are listed below.

3.1	Amended and Restated Certificate of Incorporation of ProPetro Holding Corp. dated as of June 19, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, dated June 19, 2019).
3.2	Amended and Restated Bylaws of ProPetro Holding Corp. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, dated June 19, 2019).
3.3	Certificate of Designations of Series B Junior Participating Preferred Stock of ProPetro Holding Corp. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, dated April 14, 2020).
4.1	Indenture, dated as of May 7, 2026, between ProPetro Holding Corp. and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K, dated May 7, 2026).
4.2	Form of 0.00% Convertible Senior Notes due 2031 (incorporated by reference to Exhibit 4.2 to the Company’s Current Report on Form 8-K, dated May 7, 2026).
10.1*+^	Global Framework Agreement, dated April 28, 2026, by and between ProPetro Energy Solutions, LLC and Caterpillar Inc.
10.2	Form of Capped Call Confirmation (incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K, dated May 7, 2026).
10.3+	Amendment No. 4 to Amended and Restated Credit Agreement, dated May 4, 2026 (incorporated by reference to Exhibit 10.2 to the Company’s Current Report on Form 8-K, dated May 7, 2026).
10.4#	Third Amended and Restated ProPetro Holding Corp. 2020 Long Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K, dated May 22, 2026).
10.5*#	Cash Retention Bonus Agreement, effective May 1, 2026, by and between William Michael Wood and ProPetro Services, Inc.
10.6*+^	Amended and Restated Master Loan and Security Agreement, dated July 27, 2026, by and among ProPetro Energy Solutions, LLC, Caterpillar Financial Services Corporation and the guarantor parties thereto.
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act Rules, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act Rules, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
104*	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

*	Filed herewith.
**	Furnished herewith.
#	Compensatory plan, contract or arrangement.
+	Certain annexes, schedules, and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish a supplemental copy of any omitted schedule or attachment to the Securities and Exchange Commission upon request.
^	Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

SIGNATURES

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

Date:	July 30, 2026	By:	/s/ Samuel D. Sledge
			Samuel D. Sledge Chief Executive Officer and Director (Principal Executive Officer)
		By:	/s/ Caleb L. Weatherl
			Caleb L. Weatherl Chief Financial Officer (Principal Financial Officer)
		By:	/s/ Celina A. Davila
			Celina A. Davila Chief Accounting Officer (Principal Accounting Officer)

EXHIBIT 10.1

SPECIFIC TERMS IN THIS AGREEMENT HAVE BEEN REDACTED BECAUSE SUCH TERMS ARE BOTH NOT MATERIAL AND ARE OF A TYPE THAT PROPETRO HOLDING CORP. TREATS AS CONFIDENTIAL. THESE REDACTED TERMS HAVE BEEN MARKED IN THIS EXHIBIT AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS "***".**

GLOBAL FRAMEWORK AGREEMENT

This Global Framework Agreement (**"Agreement"**) is effective April 28, 2026 (the **"Effective Date"**), by and between **ProPetro Energy Solutions, LLC,** doing business as **PROPWR** with principal offices located at 110 North Marienfeld Suite 300 Midland, Texas 79701 (**"Customer"**), and Caterpillar Inc., a Delaware corporation with principal offices at 5205 N O'Connor Blvd, Suite 100, Irving TX 75039 (**"Caterpillar"**). Customer and Caterpillar may also be referred to individually as "Party" and/or together as "Parties."

RECITALS

WHEREAS, Customer desires to purchase generator set equipment as set forth in this Agreement;

WHEREAS, this Agreement establishes Maximum Pricing, as defined in Section 5(a), that (i) Caterpillar will charge for sales directly from Caterpillar, when applicable, and (ii) Caterpillar authorized dealers who elect to participate in this Agreement will pass along to Customer; and

WHEREAS, this Agreement sets forth certain reserved manufacturing capacity by Caterpillar and purchase volume commitment by Customer for Equipment, as defined below.

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

AGREEMENT

1. **PARTICIPATING DEALERS.** Customer and Caterpillar acknowledge that Caterpillar's authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific prices and other terms and conditions. Caterpillar shall provide a copy of this Agreement to its dealers that would normally service Customer and invite such dealers to participate in the terms of this Agreement. Caterpillar shall make good faith efforts to identify and ensure a sufficient number of authorized dealers reasonably acceptable to Customer participate in the terms of this Agreement within four (4) weeks of execution of this Agreement. Any dealer who desires to be a party to this Agreement shall sign a Participating Dealer Agreement substantially in the form set forth in Exhibit A. Those dealers who execute a Participating Dealer Agreement shall be referred to as a "**Participating Dealer**."

2. **SCOPE OF AGREEMENT.** During the term of this Agreement, (a) Caterpillar shall reserve for Customer and (i) deliver to Participating Dealers for sale to Customer or (ii) sell directly to Customer in the case of the ***** Equipment; (b) Customer shall purchase and (c) the Participating Dealer(s) or Caterpillar shall sell, in each case the products set forth in Exhibit B (**"Equipment"**). Exhibit B may be modified from time-to-time upon mutual written consent of Caterpillar, Customer, and Participating Dealer(s).

3. **COMPANY REPRESENTATIVES.** Each Party will designate a manager who will coordinate work with the other Party under this Agreement ("**Account Manager**"), including facilitating

access to information and personnel of such Party as needed to address questions that may arise. A Party may change its Account Manager on reasonable notice through written communication (including email) to the other. The Parties' Account Managers are responsible for overall project management and attaining the objectives under this Agreement.

4. FORECASTED DEMAND, CAPACITY AND PURCHASE OBLIGATION.

(a) **Forecasted Demand.** Customer will provide Caterpillar with its forward 60-month rolling forecasted demand (product, size, region, country, design, quantity, etc.) for Equipment on a quarterly basis at the outset of this Agreement ("**Forecasted Demand**") as shown in Exhibit C. If the Customer becomes aware of a significant demand change (+/- 10%) for any given year of the Forecasted Demand, Customer will notify Caterpillar immediately outside of the normal-course quarterly update.

(b) **Reserved Capacity.** Caterpillar shall reserve for Customer the percentage of the Forecasted Demand of Equipment reflected on Exhibit C as Caterpillar Reserved Capacity (the "**Reserved Capacity**") for the manufacture and delivery to Customer by Participating Dealers is shown in Exhibit C. Should the Forecasted Demand increase, Caterpillar may increase the Reserved Capacity at its sole discretion.

If additional Equipment build capacity becomes available, Caterpillar will notify Customer of the quantity available. At that point, Customer has the opportunity to purchase some or all of the Equipment. Customer understands and agrees the additional Equipment is subject to availability upon Participating Dealer's receipt of an acceptable purchase order on a first come, first serve basis.

(c) **Purchase Obligation.** For *****, Customer shall place purchase orders with Participating Dealers not less than fifteen (15) months in advance of delivery for Caterpillar packaging solution when applicable) for the equivalent quantity of Equipment not less than the Minimum Purchase Obligations set forth in Exhibit C. The Minimum Purchase Obligations for years 2029-2031 will move to *****% of Forecast on December 31, 2027 (for 2029), December 31, 2028 (for 2030) and December 31, 2029 (for 2031), respectively. Caterpillar's Account Manager will communicate to Customer the applicable start of production ("**SOP**") for Equipment ordered by Customer. For *****, Customer shall place purchase orders with Caterpillar not less than twenty-four (24) months in advance of delivery.

During the fourth quarter (Q4) of each year, Caterpillar will calculate the actual and anticipated to be shipped quantity of Equipment for the year. If Customer does not meet the equivalent of the Minimum Purchase Obligation in Exhibit C ("**Shortfall Amount**"), Customer will pay a fee to Caterpillar calculated at ***** of the price at which Customer had otherwise agreed to purchase the Equipment the subject of the Shortfall Amount ("**Shortfall Fee**"); provided, however, that Caterpillar is able to reasonably demonstrate that: (a) such Shortfall Amount is not the result of acts or omissions within Caterpillar's reasonable control or otherwise caused by Caterpillar's failure to perform its obligations under this Agreement or the associated purchase order, including without limitation, any failure to supply or deliver conforming Equipment or necessary components or manufacturing related to such Equipment in accordance with the delivery schedule set forth in the purchase order; and (b) such Shortfall Amount is not the result of a Force Majeure event as defined in Section 17 of this Agreement. The undisputed portion of the Shortfall Fee shall be due and payable forty-five (45) days from Customer's receipt of written notification of the amount from Caterpillar. The Parties will work together to resolve any disputed portions of the Shortfall Amount.

The Parties acknowledge and agree that the Shortfall Fee constitutes a reasonable pre-estimate of damages arising from Customer's failure to satisfy the Minimum Purchase Obligation, the actual amount of which would be difficult or impracticable to determine, and is not a penalty. Caterpillar shall use its best efforts to find a replacement purchaser of any Equipment comprising the Shortfall Amount.

If Caterpillar or the applicable Participating Dealer successfully sells (via committed order from an alternative customer or otherwise) any Equipment comprising the Shortfall Amount within twelve (12) months from the Shortfall Fee invoice date, Customer shall be entitled to a credit of the Shortfall Fee minus fifteen percent (15%) which shall be applied to future Cat engines only orders under this Agreement or any then-existing agreement, arrangement or orders between Customer and Caterpillar or Customer and the applicable Participating Dealer.

The intent of this Agreement is for Caterpillar and Participating Dealers to earn 90% of Customer's total equipment purchases of the type similar to Equipment — amounting to no less than 1.5GW of new Equipment purchase globally during the Term of this Agreement.

(d) **Maintenance and Repair Services Commitment.** Additionally, Caterpillar and Participating Dealers shall have the opportunity to earn 100% equipment purchases of Parts, labor and overhauls pursuant to an independent parts, maintenance, and repair agreement covering all Equipment purchased by Customer under this Agreement provided both Parties agree to the terms and conditions thereof.

5. PRICE AND PAYMENT TERMS.

(a) **Pricing.** Each applicable Participating Dealer will establish its own specific terms and conditions of sale not covered by this Agreement with Customer, none of which will be dictated by Caterpillar, not to exceed the maximum pricing ("**Maximum Pricing**") listed in Exhibit B. Maximum Pricing for the Equipment listed in Exhibit B will be initially established for 2027 shipments (initial base price) and will be escalated annually as set forth in Exhibit D. Should there be any additions to the Equipment listed in Exhibit B or any changes in the product configuration, initial Maximum Pricing will be established at that time for the added or altered Equipment and said additional pricing will be subject to annual escalation thereafter as outlined in Exhibit D. The prices set out in this Agreement shall be binding and represent the Maximum Pricing to be provided by Participating Dealer or Caterpillar to Customer based on Ex-Works Caterpillar Facility (Incoterms® 2020) unless a different Incoterm is specified.

(b) **Volume Requirements.** The Equipment pricing included in this Agreement is offered to Customer with the understanding that Customer's Equipment purchases will exceed 1.5GW in total over the Term.

6. RECONFIGURATION AND SHIPMENT.

(a) **Reconfigurations.** Customer may request an amendment of the product configuration of Equipment ordered by Customer up to one (1) year prior to delivery, subject to Participating Dealer's and Caterpillar's express written consent. In the event Customer amends the product configuration of Equipment, the pricing of such Equipment will be subject to change.

(b) **Shipment.** Once Customer places a purchase order with Participating Dealers or Caterpillar, whichever is applicable, for Equipment, the Caterpillar Account Manager will communicate a ready to ship ("**RTS**") date or free carrier ("**FCA**") date whichever is applicable, to Customer for Equipment under that purchase order. Any request by Customer to modify the RTS or FCA date must be made by Customer in writing to the Caterpillar Account Manager. Approval of modification of the RTS date shall be subject to Caterpillar's sole discretion and shall be confirmed in writing to Customer by Caterpillar. Unless otherwise agreed to in writing, Caterpillar shall not store any completed Equipment. All completed Equipment shall be delivered to the Participating Dealer immediately upon completion.

7. TERM AND TERMINATION. This Agreement shall expire on December 31, 2031 ("**Initial Term**") and may be extended for additional term(s) by mutual written consent of Caterpillar and Customer. Any request for term extension must be submitted at least 12-months in advance of the Initial Term expiration. In the event the Parties agree to extend the Initial Term (the **"Extended Term"** and together with the Initial Term, the **"Term"**), Caterpillar shall provide notice to the Participating Dealers who shall have the option of accepting or rejecting such Extended Term. In the event a Participating Dealer rejects such Extended Term, such Participating Dealer's participation and obligations under this Agreement shall be terminated.

Customer or Caterpillar may terminate this Agreement at any time by providing ***** advance written notice to the other Party, with such termination becoming effective on ***** following the date of the termination notice. For the avoidance of doubt, in the event Customer terminates this Agreement for convenience, Customer will have the obligation to purchase a quantity of Equipment not less than the Minimum Purchase Obligation through ***** following the date of the termination notice or be subject to the Shortfall Fee for any such Equipment not purchased. For example, if Customer provides a notice of termination on *****, the Agreement will terminate effective *****, Customer may place orders for Equipment as otherwise provided herein until the effective date of the termination and Customer will be responsible for the Minimum Purchase Obligation for *****. Any Participating Dealer may terminate its participation in this Agreement by providing advance written notice to Customer and Caterpillar, with such termination becoming effective on **** following the date of such notice. In the event a Participating Dealer terminates its participation in this Agreement then Caterpillar will assist Customer to identify an alternate source to purchase Cat Equipment.

Either Party may terminate this Agreement for default by providing thirty (30) days' advance written notice to the other Party specifying the nature of the default. The defaulting Party shall have thirty (30) days from receipt of such notice to cure the default. If the default is not cured within the thirty (30) day cure period, the non-defaulting Party may terminate this Agreement effective immediately upon written notice.

All rights or obligations of the Parties that have accrued up to the effective date of termination or expiration of this Agreement with respect to a specific unit of Equipment ordered by Customer shall survive the termination of this Agreement and remain enforceable in accordance with the terms herein and of the applicable order.

8. **NOTICES.** When written notice is required by this Agreement, it shall be sent by certified mail, by courier, by nationally recognized overnight delivery service (i.e. UPS or FedEx), by email, or by such method as will permit the sender to verify delivery, to the addresses set forth below:

For Customer:

ProPetro Energy Solutions, LLC, d/b/a PROPWR

Attn: *****
Email: *****
Address: PO Box 873 Midland, Texas 79702

For Caterpillar:

Caterpillar Inc.
10203 Sam Houston Park Dr
Houston, TX 77064
Attn: *****
Email: *****

With a copy to:

Caterpillar Inc.
10203 Sam Houston Park Dr
Houston, TX 77064
Attn: *****
Email: *****

Notices to a Participating Dealer shall be sent as indicated in their applicable agreements.

Notices shall be deemed received (a) when actually delivered to the recipient as demonstrated by postal records, courier records or records of the applicable overnight service or (b) the day of transmission for notice sent by email during regular business hours or the day after transmission, if sent after regular business hours; provided that in each case of email transmission, the receipt of such email is acknowledged with affirmative confirmed (non-automated) response. The notice addresses set forth above can be changed by a notice that complies with the requirements of this Section.

9. CONFIDENTIALITY.

(a) For purposes of this Agreement, "**Disclosing Party**" and "**Receiving Party**" include Customer and Caterpillar. The Receiving Party shall (i) keep Confidential Information of the Disclosing Party in confidence, using the same degree of care as it uses to protect its own confidential information of like nature, but not less than a reasonable standard of care; (ii) not disclose any of such Confidential Information to any person other than its affiliates, and its and their respective employees, agents or contractors who have a need to know and who are bound by these same terms of confidentiality; and (iii) use such Confidential Information only in connection with performance of this Agreement. "**Confidential Information**" means this Agreement and all information disclosed by the Disclosing Party to the Receiving Party in connection with this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that is: (i) at the time of its disclosure or thereafter becomes part of the public domain other than through a breach of this Agreement by the Receiving Party; (ii) known to the Receiving Party on a non-confidential basis at the time of its disclosure by the Disclosing Party; (iii) independently developed by the Receiving Party without reference to the information disclosed; or (iv) is rightfully disclosed to the Receiving Party by a third party not, to the Receiving Party's knowledge, subject to an obligation of confidentiality with respect to the information disclosed.

(b) The Receiving Party may disclose Confidential Information of the Disclosing Party, without liability for such disclosure, to the extent that such disclosure is (i) required to be made pursuant to applicable law, government authority, duly authorized subpoena or court order, in which case the Receiving Party will, to the extent practicable, provide prompt notice to the Disclosing Party and endeavor to give the Disclosing Party an opportunity to respond prior to such disclosure; (ii) required to be made to a court or other tribunal in connection with the enforcement of the Receiving Party's rights under this Agreement; or (iii) approved by the prior written consent of the Disclosing Party.

(c) Notwithstanding the foregoing, (i) Caterpillar and Customer may disclose Confidential Information to any Participating Dealer in connection with this Agreement and each supporting dealer shall be subject to the confidentiality obligations hereunder and (ii) Caterpillar and Customer may disclose Confidential Information to their respective affiliates, and their and their affiliates', respective officers, directors, employees, members, partners, and advisors (including, without limitation, accountants, attorneys, consultants and financial advisors) (collectively, "**Representatives**"); provided that for purposes of the above clauses (i) and (ii) such Representatives shall be informed of the confidential nature of the Confidential Information and directed to comply with the confidentiality obligations herein, and, provided further, that each of Caterpillar and Customer will be responsible for any breach of the terms of the confidentiality provisions of this Agreement by their respective Representatives.

(d) No Party will make any public announcement, press release or public statement regarding this Agreement or the contents hereof without the prior written consent of the other Party. This clause will not apply where such disclosure is required to be made by applicable law, rule, regulation or order, including the rules or regulations of any securities exchange on which a Party may have listed registered securities, in which case the relevant Party agrees to the extent reasonably possible to advise the other Party of its intended disclosure prior to the disclosure being made.

10. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event will a Party be liable for any consequential, indirect, incidental, exemplary, punitive, special or similar damages, losses or expenses (including without limitation lost profits or revenues, savings, competitive advantage, production, business, reputation or goodwill, increased cost of working or the interruption of the other Party's business) under or in connection with this Agreement, even if such Party has been advised of their possible existence.

11. **GOVERNING LAW; EXCLUSIVE JURISDICITION.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to the conflict of laws provisions thereof.

(b) The Parties shall use commercially reasonable efforts to negotiate and resolve, in good faith, any and all claims, disputes, discrepancies, conflicts, divergences, and/or deadlocks of any nature whatsoever, arising out of or in connection with this Agreement, including any question relating to its existence, validity, effectiveness, application or interpretation, within 30 (thirty) days of written notice from one Party to the other Party or Parties to the dispute.

12. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be signed in one or more counterparts, each to be effective as an original and all of which will together constitute one and the same instrument. Signatures delivered by electronic means (including PDF, DocuSign/Adobe Sign or similar e-signature platform, or other electronic transmission) will be deemed original signatures for all purposes. Each Party agrees that (a) it will not contest the validity or enforceability of this Agreement solely because it was executed and delivered electronically, and (b) electronic records of execution may be used as evidence of execution and delivery of this Agreement to the same extent as an original manually signed document.

13. **NO ASSIGNMENT.** This Agreement, and any rights and obligations hereunder, shall not be transferred, conveyed, assigned or otherwise disposed of in whole or in part by a Party, by operation of law or otherwise, without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned or delayed, and, without such prior written consent, any such prohibited act shall be of no force or effect and, at the non-assigning Party's option, shall immediately terminate this Agreement.

14. **CHANGE IN OWNERSHIP AND CONTROL.** During this Agreement, if a competitor of Caterpillar acquires ownership or control of Customer, then Caterpillar may terminate this

Agreement immediately by giving written notice thereof. For purposes of this Section, a change in the ownership and control shall be deemed to have occurred if and when any one or more persons acting individually or jointly is or becomes a beneficial owner, directly or indirectly, of securities representing twenty-five percent (25%) or more of the combined voting power of the then outstanding securities of Customer or the parent company of Customer.

15. **NO AGENCY; INDEPENDENT CONTRACTOR.** Customer and Caterpillar and each Participating Dealer are independent of each other and nothing in this Agreement shall be deemed to create any partnership, agency or joint venture relationship between the Parties.

16. **HEADINGS; ENTIRE AGREEMENT; AMENDMENT.** Section headings contained herein are for ease of reference only and shall not be given substantive effect. This Agreement and the exhibits hereto and the terms constitute the entire agreement and understanding between the Caterpillar and Customer with respect to the subject matters herein and therein and supersede and replace any and all prior agreements and understandings, whether oral or written, between them with respect to such matters. The terms of this Agreement may only be amended in writing by the Parties hereto.

17. **FORCE MAJEURE**. No Party shall be liable for its failure to perform any of its obligations hereunder to the extent such failure is caused by a Force Majeure event, provided that the affected Party promptly notifies the other Party in writing of the delay. If the performance of a Party is delayed due to Force Majeure for a cumulative period of ninety (90) days or more, the other Party, notwithstanding any other provision of this Agreement to the contrary, may terminate this Agreement by notice to the Party that has claimed an excuse from performance for ninety (90) days or more due to Force Majeure. In the event a Party does not terminate this Agreement due to a Force Majeure, then (i) the time for performance or cure will be extended for a period equal to the duration of the Force Majeure, and (ii) the Party claiming Force Majeure shall (a) provide the other Party with its plan to proceed under the terms of this Agreement notwithstanding the Force Majeure and its plan to mitigate or eliminate the Force Majeure or the effects thereof and (b) commence and continuously and diligently perform the actions necessary to resume full performance of its obligations under this Agreement. “Force Majeure” means circumstances or events beyond the reasonable control of the affected Party, the effects of which could not be reasonably anticipated and the consequences of which cannot be avoided through commercially reasonable efforts. Force Majeure may include the following items, to the extent the same satisfy the foregoing definition, a strike, lockout, work stoppage, labor dispute, material shortage, epidemic, fire, flood, earthquake, severe weather, act of God, trade sanction, embargo, act of war, act of terrorism, condition caused by national emergency, or any other material act or cause beyond a Party’s reasonable control, whether similar to, or different from the causes above enumerated, and whether affecting the Parties, their respective dealers, agents or subcontractors. Notwithstanding anything to the contrary in this Agreement (including this Section 17), an event of Force Majeure shall not excuse, delay, suspend, or relieve Customer’s or any Participating Dealer’s payment obligations for amounts due and payable under this Agreement or any applicable purchase order (including any undisputed invoices), and all such payment obligations shall remain due in accordance with the applicable payment terms.

18. SURVIVAL. Sections 9-11 of this Agreement shall survive any termination of this Agreement to the extent required for their full observance and performance; provided that no provision relating to Forecasted Demand, Reserved Capacity, Minimum Purchase Obligations, volume commitments, or payment of shortfall fees shall survive a termination by Customer hereunder for convenience or a termination for a Caterpillar default.

19. SEVERABILITY. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder thereof.

20. COMPLIANCE & DATA GOVERNANCE. Each Party shall comply with any and all applicable anti-corruption laws. Caterpillar agrees to strictly comply with its Code of Conduct found at Caterpillar | Code of Conduct | Caterpillar Values in Action. Customer agrees to strictly comply with its **Code of Conduct found at https://ir.propetroservices.com/corporate-governance.** Caterpillar collects, transmits and processes information as detailed in Caterpillar's Data Governance Statement located at www.cat.com/data_governance_statement.

21. Caterpillar and Customer agree to collaborate in good faith to promote and market the Equipment. Such promotional and marketing efforts may include but are not necessarily limited to co-branded marketing campaigns, joint press releases, case studies, webinars, seminars, trade show participation, and digital marketing initiatives. Each Party shall bear its own costs and expenses associated with promotional and marketing activities. The Parties may mutually agree in writing to share certain costs and/or allocate responsibilities for specific promotional and marketing activities. Nothing in this Section shall be interpreted as expressly providing a license to use the other Party's name, trademarks, service marks or logos, or obligating either Party to participate in any specific promotional and marketing activity, unless mutually agreed to in a separate writing.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the Effective Date.

ProPetro Energy Solutions, LLC **Caterpillar Inc.**
d/b/a PROPWR

By: /s/ Travis Simmering__ By: /s/ John Shanahan__
Name: Travis Simmering__ Name: John Shanahan__
Title: President__ Title: SVP Cat Inc – Cat Oil & Gas and Marine Division

<u>EXHIBIT A</u>

Participating Dealer Agreement Form

By signing below the following Cat dealer voluntarily agrees to be bound by the applicable terms of the Global Framework Agreement by and between Caterpillar Inc. (**"Caterpillar"**) and **ProPetro Energy Solutions, LLC** and **d/b/a PROPWR** ("**Customer**") effective April 28, 2026 (the "**Agreement**") as a Participating Dealer thereunder. Notwithstanding the foregoing, in no event shall any terms and conditions of contract for selling products between Participating Dealer and Customer (the "Participating Dealer Supply Agreement") be invalidated by Participating Dealer's execution of this document.

Participating Dealer acknowledges receipt of a full and complete copy of the Agreement. By signing below the undersigned voluntarily creates a contractual relationship between Customer and the Participating Dealer as of the date of its signature, and Participating Dealer shall undertake all the applicable obligations of the Agreement.

Participating Dealer agrees to provide quarterly confirmation of its compliance with the obligations to Customer.

This Participating Dealer Agreement shall expire on the same date set out in the Agreement and may be extended for additional terms of one (1) year each by written consent of Participating Dealer.

Any notices required under the terms of the Agreement shall be sent to:

[Participating Dealer Name]

[Address]
[City, State Zip]

[Fax (__) __-__] [Participating Dealer Name]

By (Print Name):

Email:
By (Signature): __
Title:__
Date: ______________________

<u>EXHIBIT B</u>

Equipment

[*Intentionally Omitted*]

EXHIBIT C

RESERVED CAPACITY AND PURCHASE OBLIGATION

This Exhibit sets forth Customer's rolling 60-month forecasted demand template for Equipment, to be updated quarterly and issued to Caterpillar's Account Manager, with an obligation to promptly notify Caterpillar of any material demand variance of ±10%.

*****					
Calendar Year	**2027**	**2028**	**2029**	**2030**	**2031**
Customer Forecasted Demand (qty)	*****	*****	*****	*****	*****
Caterpillar Reserved Capacity	*****	*****	*****	*****	*****
Minimum Purchase Obligation	*****	*****	*****	*****	*****

*****					
Calendar Year	**2027**	**2028**	**2029**	**2030**	**2031**
Customer Forecasted Demand (qty)	*****	*****	*****	*****	*****
Caterpillar Reserved Capacity Obligation	*****	*****	*****	*****	*****
Minimum Purchase Obligation	*****	*****	*****	*****	*****

EXHIBIT D
PRICE ESCALATION

Annual Price Escalation will be calculated using an index-based formula: annual PPI change + *****% for ***** and annual PPI change + *****% commencing on 2029 ***** deliveries for *****. PPI in this Agreement refers to the United States index titled: PPI Commodity data for Final demand - Finished goods less foods and energy, seasonally adjusted (series ID: wpsfd4131). The series data for the escalation calculation associated with this Agreement is to be retrieved from https://www.bls.gov.

Initial Base Price:

*****

Calculation: The initial base price will be established as a fixed US Dollar amount and apply to shipments occurring during the calendar year in which this Agreement was signed until December 31, 2027. Thereafter, price shall be adjusted annually by the percentage change in the PPI index from September of the prior year to the index value as of August of the current year (preliminary or final). The resulting percentage change + *****% will then be applied to the current price to establish the pricing for shipments occurring the subsequent year.

Example Calculation(s): strictly for illustrative purposes only.

Agreement is signed in April 2026.

Initial base price for ***** until December 31, 2027 is $*****
Pricing for ***** with RTS dates from January to December 2028 = 2027 pricing x (% change in the PPI index from September 2026 to August 2027 + *****%)

Calculation: The base price starting on 2029 shall be adjusted annually by the percentage change in the PPI index from September of the prior year to the index value as of August of the current year (preliminary or final). The resulting percentage change + *****% will then be applied to the current price to establish the pricing for shipments occurring the subsequent year.

*******:**

2027 *** DELIVERY PRICE US $*******
2028 *** DELIVERY PRICE US $*******

Example Calculation(s): strictly for illustrative purposes only.

Base price for ***** with FCA dates from February 2029 to January 2030 = 2028 pricing x (% change in the PPI index from September 2027 to August 2028 + *****%)

To avoid any doubt, the base Maximum Prices set forth in this Exhibit excludes taxes and trade surcharges, in each case, as detailed in Caterpillar’s ***** proposal to the Customer, or any other fees and adjustments agreed to by Customer as separately listed in Caterpillar’s ***** proposal to the Customer.

Independent of the index calculation, in no event will the adjusted price go below the initial base price described above.

If at any point during the Term of the Agreement the PPI index goes negative or changes by more than *****% over a 12-month period, the Parties shall have the option to re-negotiate pricing. A trade surcharge may be applicable to offset cost impacts to the Equipment due to trade-related policy changes ("Trade Surcharge"). In the event Trade Surcharge will apply to any Equipment listed in this Exhibit or the Agreement, Caterpillar will provide advance written notice of the applicable Trade Surcharge prior to the release of Equipment for shipment.

PROPETRO®

May 1, 2026

William Michael Wood
***

Re: Cash Retention Bonus Agreement

Dear Mike:

In recognition of your promotion to the role of Senior Vice President-Operations, of ProPetro Holding Corp. ("***Parent***"), we are pleased to inform you that, subject to the terms and conditions of this letter agreement (this "***Agreement***"), you are eligible to receive a cash retention bonus equal to $1,000,000 (the "***Retention Bonus***"). ProPetro Services, Inc. (the "***Company***") will pay the Retention Bonus to you within fifteen (15) days following May 1, 2029, provided that you remain employed by the Company and in good standing through May 1, 2029.

You and the Company acknowledge that you are a participant in the ProPetro Services, Inc. Second Amended and Restated Executive Severance Plan (the "***Severance Plan***"). You and the Company agree that if the Company experiences a Change in Control (within the meaning of the Severance Plan) prior to the payment of the Retention Bonus, and you are eligible for the payment of the Severance Amount (within the meaning of the Severance Plan) pursuant to the terms and conditions of the Severance Plan, including your compliance with the Release Requirement, then the Retention Bonus will be paid to you on the earlier of (a) the date provided in the first paragraph above or (b) concurrent with the payment of the Severance Amount.

All payments under this Agreement will be subject to the withholding of any taxes or other amounts required to be withheld or deducted under applicable federal, state, local, or international law. The Retention Bonus is intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***") and the Company shall interpret this Agreement consistently with such intent. Notwithstanding the foregoing, the Company makes no representations or guarantees about such tax treatment and shall have no liability to you in respect of any taxes, costs, or fees due in respect of such payments, whether under Section 409A of the Code or otherwise.

Nothing in this Agreement is intended to suggest any guaranteed period of continued employment and your employment will continue to be at-will and to be terminable by you or the Company at any time. The Retention Bonus will be in addition to (and will not be in lieu of) any other compensation amounts you may otherwise be entitled to receive from the Company. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. The Company retains the authority to interpret this Agreement in its sole discretion.

Please execute this Agreement in the space provided below and send a fully executed copy to Brian Whittingham and Jody Mitchell no later than April 27, 2026.

PROPETRO

Sincerely,

PROPETRO SERVICES, INC.

By: /s/ Samuel D. Sledge

Name: Samuel D. Sledge

Title: Chief Executive Officer

AGREED AND ACCEPTED

this 20th day of April, 2026 by:

/s/ William Michael Wood

William Michael Wood

[Signature Page to Retention Bonus Agreement]

EXHIBIT 10.6

SPECIFIC TERMS IN THIS AGREEMENT HAVE BEEN REDACTED BECAUSE SUCH TERMS ARE BOTH NOT MATERIAL AND ARE OF A TYPE THAT PROPETRO HOLDING CORP. TREATS AS CONFIDENTIAL. THESE REDACTED TERMS HAVE BEEN MARKED IN THIS EXHIBIT AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS "*****".

Execution

AMENDED AND RESTATED MASTER LOAN AND SECURITY AGREEMENT

This **AMENDED AND RESTATED MASTER LOAN AND SECURITY AGREEMENT** (as further amended or otherwise modified from time to time, this "Master Agreement"), dated as of July 27, 2026 (the "Amended Master Effective Date"): (a) is between **PROPETRO ENERGY SOLUTIONS, LLC**, a Delaware limited liability company (together with its successors and assigns, "Borrower"), located at One Marienfeld Place, 110 North Marienfeld, Suite 300, Midland, Texas 79701, and **CATERPILLAR FINANCIAL SERVICES CORPORATION,** a Delaware corporation ("Cat Financial" and, together with its permitted successors and assigns, "Lender"), located at 2120 West End Avenue, Nashville, Tennessee, 37203; (b) is also executed by **PROPETRO HOLDING CORP.**, a Delaware corporation (together with its permitted successors and assigns, "PHC"), and **PROPETRO SERVICES, INC.**, a Texas corporation (together with its successors and assigns, "PSI"), for purposes of the representations, warranties and covenants set forth herein applicable to PHC and PSI, as Guarantors; and (c) amends and restates in its entirety the Master Loan and Security Agreement, dated as of April 2, 2025 (the "Original Agreement"), as amended by the First Amendment to Master Loan and Security Agreement, dated as of February 6, 2026 (the "First Amendment"; the Original Agreement as amended by the First Amendment, the "Existing Agreement").

WHEREAS, capitalized terms used in this Master Agreement and the other Transaction Documents (as defined herein) without definition, including in their respective preambles and recitals, shall have the meanings provided in **Appendix A** unless the context clearly requires otherwise; and, unless otherwise specified, all accounting terms used herein and in any other Transaction Document shall be interpreted, all accounting determinations and computations hereunder or thereunder shall be made, and all financial statements required to be delivered hereunder or thereunder shall be prepared in accordance with GAAP;

WHEREAS, Borrower and Lender are parties to the Existing Agreement, pursuant to which Lender and Borrower established a loan facility pursuant to which Lender has provided, or may provide, Borrower Advances in connection with Borrower's acquisition of certain ***** Units comprising of Tranche A Equipment and Tranche B Equipment;

WHEREAS, certain Loan Schedules, Notes and related rights originally entered into by Cat Financial under the Existing Agreement have been assigned by Cat Financial to one or more Lender Assignees, and nothing in this Master Agreement shall impair the rights of any such Lender Assignee with respect to any such Loan Schedules, Notes or related rights previously assigned;

WHEREAS, Borrower has requested that Lender further amend the Existing Agreement to create additional availability pursuant to a revolving credit facility known as Loan Tranche C (as hereinafter defined) that can be used by Borrower to finance a portion of the Purchase Price due to *****, a Cat Dealer or a Packager with respect to Items of Equipment being purchased by Borrower under Purchase Agreements approved by Lender for financing under this Master Agreement and the other Transaction Documents;

WHEREAS, in the event the Equipment being financed hereunder consists of a ***** Unit purchased by Borrower from ***** under a Purchase Agreement that requires progress payments to be made to ***** prior to final delivery and acceptance by Borrower of such ***** Equipment, the requested facility consists of two phases:

(A) the first of which shall be a progress payment phase during which Interim Advances shall be made in accordance with the terms hereof, an Interim Note and an Interim Loan Schedule; and

(B) the second of which is a term loan phase where, upon satisfaction of the final Milestone, the Obligations of Borrower under the applicable Interim Note and Interim Loan Schedule will be restructured and thereafter be evidenced by a Term Note and Term Loan Schedule in accordance with the terms hereof; and

WHEREAS, in the event the Equipment being financed hereunder consists of a ***** Unit purchased by Borrower from a Cat Dealer, the facility consists of only a term loan phase under which, subject to the terms and conditions of this Master Agreement and the other Transaction Documents, Lender will advance funds under a Term Note and Term Loan Schedule only after such ***** Unit has been completed, delivered to and accepted by Borrower in accordance with the terms of this Master Agreement, the other Transaction Documents, and the applicable Purchase Agreement approved by Lender; and

WHEREAS, Lender is willing to establish the financing facility and make Loans for such purposes under the terms and conditions stated herein and in the other Transaction Documents.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

SECTION 1. LOAN AND RELATED COVENANTS

1.1. Master Agreement; Items of Equipment; Notes and Loan Schedules Generally.

(A) Master Agreement; Items of Equipment. This Master Agreement is effective as of the date specified above and sets forth the basic terms and conditions upon which Lender may make a loan or loans (each, a "Loan") to Borrower in Dollars to finance a portion of the Purchase Price due from Borrower to *****, a Cat Dealer or a Packager in connection with Borrower’s acquisition of the applicable Equipment. Each Loan will be made with respect to a single containerized natural gas turbine or generator package financed or otherwise subject to this Agreement, including, as applicable: (1) a ***** mobile gas turbine generator set manufactured by *****; (2) ***** natural gas generator sold by a Cat Dealer; (3) any other generator set sold by ***** or a Cat Dealer; and (4) in each case any and all auxiliary equipment, components, accessories, controls, switchgear, enclosures, interconnections, and related equipment sold, supplied, or delivered in conjunction therewith (each, an “Item of Equipment”). For purposes of clarity, and without limiting the generality of the foregoing, each Item of Equipment may be delivered in either skid-mounted or trailer-mounted configuration, and any reference to an Item of Equipment includes the applicable containerized unit and all such associated equipment, whether physically attached to, installed within, mounted on, or otherwise supplied for use with such unit.

(B) Interim Loans and Term Loans. Loans made hereunder shall be evidenced by either (1) an interim loan schedule in the form of **Exhibit A** and in substance satisfactory to Lender and Borrower, each in its sole and absolute discretion (each, an “Interim Loan Schedule”), and a related floating rate promissory note in the form of **Exhibit B** (each, an “Interim Note”), or (2) a fixed rate promissory note in the form of **Exhibit C** (each, a “Term Note”) and a term loan schedule in the form of **Exhibit D** and in substance satisfactory to Lender and Borrower, each in its sole and absolute discretion (each, a “Term Loan Schedule”). Each Interim Loan Schedule or Term Loan Schedule (each, a “Loan Schedule”) shall incorporate by reference this Master Agreement and, together with the applicable Interim Note or Term Note (each, a “Note”) referencing such Loan Schedule, shall constitute a separate, distinct and independent Loan. In the event of a conflict between the provisions of any Loan Schedule and/or Note with respect to a Loan and the provisions of this Master Agreement, the provisions of the applicable Loan Schedule and/or Note shall prevail. The execution by Borrower of each Loan Schedule and each Note shall (1) irrevocably confirm Borrower's agreement with the terms of such Loan Schedule, as it incorporates this Master Agreement, such

Note and each other Transaction Document; (2) constitute a restatement of all representations, warranties, covenants and all other terms and conditions of this Master Agreement and all other Transaction Documents as of the date the Loan is made (unless such representation and warranty specifically refers to an earlier date); and (3) constitute Borrower's representation and warranty that (a) as of the date the Loan is made, the representations and warranties set forth in Section 3 of this Master Agreement are true and correct in all material respects and (b) no Default or Event of Default has occurred and is continuing.

(C) Term and Payments Generally. The term of each Loan Schedule and Note shall commence on the date set forth in the applicable Note as the "Effective Date", which is the date Lender and Borrower expect the initial Advance to be made thereunder (the "Effective Date"). The term shall end on the date set forth in the applicable Note as the maturity date, and payments of principal and interest under each Note shall be due in accordance with the terms set forth therein, in each case as inserted by Lender prior to execution in accordance with the terms of Section 1.3 or 1.5 below, as applicable. Upon execution of each Note and Loan Schedule by Borrower and acceptance thereof by Lender as evidenced by Lender's advancing the principal balance under the applicable Note, the terms of such Note and Loan Schedule shall be binding upon the parties notwithstanding any disputes later arising regarding which dates, interest rates, payment information, Equipment details, or other details were inserted by Lender prior to execution. Borrower agrees to make all payments by wire transfer to the Bank Account.

1.2. Tranches. The facility provided under this Master Agreement consists of three separate tranches, as further described below.

(A) Loan Tranche A. "Loan Tranche A" was established under the Existing Agreement, and remains in effect under this Master Agreement, in the amount of One Hundred Three Million Seven Hundred Thousand Dollars ($103,700,000). Pursuant to Loan Tranche A, Lender has funded, on Borrower's account, eighty-five percent (85%) of the Purchase Price with respect to ***** Units constituting Equipment, as such term is defined in the Existing Agreement (hereinafter referred to as the "Tranche A Equipment") acquired by Borrower under (a) that certain Commercial Proposal, *****, dated *****, issued by Supplier to Borrower; and (b) that certain Purchase Order *****, dated ***** (hereinafter referred to, together with each Supplier invoice or other documentation relating to the order, fabrication, construction and/or sale of Tranche A Equipment, as the "Tranche A Purchase Agreement"). For purposes of clarity, all Advances under Loan Tranche A have been made, all Tranche A Equipment is now subject to Term Notes, Loan Tranche A is not a revolving facility and principal repaid thereunder may not be reborrowed, and no further Advances will be made under Loan Tranche A.

(B) Loan Tranche B. "Loan Tranche B" was established under the Existing Agreement, and remains in effect under this Master Agreement, in the amount of Fifty-Three Million Five Hundred Fifty Thousand Dollars ($53,550,000.00) (the "Loan Tranche B Maximum Facility Amount"). Pursuant to Loan Tranche B, Lender has funded and may continue to fund, on Borrower's account, eighty-five percent (85%) of the Purchase Price with respect to ***** additional ***** Units constituting Equipment, as such term is defined in the Existing Agreement (hereinafter referred to as the "Tranche B Equipment") acquired by Borrower under (a) that certain Commercial Proposal, *****, dated *****, issued by Supplier to Borrower; and (b) that certain Purchase Order *****, dated ***** (hereinafter referred to, together with each Supplier invoice or other documentation relating to the order, fabrication, construction and/or sale of Tranche B Equipment, as the "Tranche B Purchase Agreement"). For purposes of clarity, Loan Tranche B is not a revolving facility and principal repaid thereunder may not be reborrowed.

(C) Loan Tranche C. "Loan Tranche C" is being added pursuant to this Master Agreement as a revolving facility pursuant to which Lender may fund, on Borrower's account, eighty-five percent (85%) of the Purchase Price with respect to Tranche C Equipment (as defined below) owed by Borrower under one or more

Tranche C Purchase Agreements (as defined below), in each case subject to the terms and conditions set forth herein. Select additional details regarding Loan Tranche C are set forth below.

(1) As used herein:

(a) A "Tranche C Purchase Agreement" means a commercial proposal, purchase order and related documentation covering one or more ***** Units or ***** Units, together with each Supplier and Packager invoice or other documentation relating to the order, fabrication, construction, packaging and/or sale of the ***** Units or ***** Units subject to such proposals, purchase orders or related documentation, in each case only to the extent the foregoing proposals, purchase orders or related documents are approved by Lender for advances under this Agreement in Lender's sole discretion (provided, however, that Lender shall not unreasonably withhold, delay or condition its approval to the extent such proposals, purchase orders and related documents are substantially similar to other proposals, purchase orders and related documents previously approved by Lender);

(b) "Tranche C Equipment" means the ***** Units or ***** Units subject to a Tranche C Purchase Agreement; and

(c) "Non-Recourse Syndication" means an assignment, transfer, or participation by Cat Financial of a Note and related Loan Schedule on a non-recourse basis to one or more third parties.

(2) The availability under Loan Tranche C at any given time (the "Current Tranche C Maximum Availability Amount") is equal to (a) the Total Maximum Facility Amount; minus (b) the total principal balance outstanding at such time under Loan Tranche A other than the portion thereof calculated by Cat Financial to be subject to Non-Recourse Syndications; minus (c) the total principal balance outstanding at such time under Loan Tranche B other than the portion thereof calculated by Cat Financial to be subject to Non-Recourse Syndications; minus (d) the total principal balance outstanding at such time under Loan Tranche C other than the portion thereof calculated by Cat Financial to be subject to Non-Recourse Syndications.

(3) For purposes of clarity:

(a) Loan Tranche C is a revolving facility and principal amounts repaid under Loan Tranche C may be reborrowed, subject to the terms and conditions of this Master Agreement and the other Transaction Documents;

(b) principal repaid under Loan Tranche A, Loan Tranche B, or Loan Tranche C increases the capacity available under Loan Tranche C;

(c) Non-Recourse Syndications also increase the capacity available under Loan Tranche C;

(d) no Non-Recourse Syndications may be consummated by Cat Financial unless allowed pursuant to the express terms and conditions of this Master Agreement and the other Transaction Documents, including Section 6.1 of this Master Agreement;

(e) although Cat Financial intends to pursue Non-Recourse Syndications in good faith, Cat Financial shall have no legal obligation to Borrower, Guarantor or any related parties to enter into any Non-Recourse Syndications (i) with third parties that are not acceptable to Cat Financial in its sole and absolute discretion or (ii) pursuant to sale, assignment, participation or other terms with such third parties that are not acceptable to Cat Financial in its sole and absolute discretion; and

(f) any increased capacity available as a result of Non-Recourse Syndications or the amortization or prepayment of Cat Financial's outstanding loans not subject to Non-Recourse Syndications may only be drawn on or before the Revolver Termination Date, it being the intention of the parties that the revolving nature of Loan Tranche C be in effect only until the Revolver Termination Date.

1.3. Loan Schedules and Notes for ***** Units. The following provisions apply only to ***** Units.

(A) Interim Advances, Loan Schedules and Notes for ***** Units. In the event a Loan is made with respect to a ***** Unit, the Loan will first be evidenced by an Interim Loan Schedule and a related Interim Note prepared by Lender in accordance with the terms of this Section 1.3(A). Such Interim Loan Schedule and Interim Note will evidence amounts that Lender advances to Supplier (or to Borrower as a reimbursement for amounts previously paid to Supplier by Borrower) as the progress payment due to Supplier under the applicable Purchase Agreement after the occurrence of select Milestones (collectively, "Interim Advances" and each an "Interim Advance"). BORROWER EXPRESSLY ACKNOWLEDGES AND REPRESENTS THAT IT IS AWARE OF THE RISKS INHERENT IN FINANCING EQUIPMENT PRIOR TO DESIGN, FABRICATION, CONSTRUCTION, DELIVERY, INSTALLATION AND/OR INSPECTION THEREOF AND THAT SUCH RISKS MAY INCREASE ITS FINANCIAL EXPOSURE. In order to induce Lender to fund Supplier for Equipment prior to delivery and acceptance, and without limiting any other waivers and disclaimers made by Borrower hereunder (including pursuant to Section 1.14 hereof), Borrower acknowledges, covenants and agrees that its Obligations under the Transaction Documents are absolute and unconditional notwithstanding any non-delivery of the Equipment or if, for any reason, the delivery, installation and/or operation of the Equipment is delayed or is not acceptable to Borrower. Lender shall prepare each Interim Loan Schedule and the related Interim Note for each such ***** Unit using the forms of **Exhibits A** and **B**, respectively, and in accordance with the following:

(1) Principal Balance. The maximum principal balance to be set forth in each Interim Note shall equal Eighty-Five percent (85%) of the Supplier's total Purchase Price for the applicable ***** Unit as set forth in the applicable Purchase Agreement approved by Lender. For purposes of clarity, such maximum principal amount is equal to ***** for Tranche A Equipment and ***** for Tranche B Equipment.

(2) Interim Note Maturity Date. Each Interim Note shall provide for a maturity date that is the earlier of one year from the "Effective Date" set forth on such Interim Note or the applicable Final Advance Deadline (the "Interim Note Maturity Date").

(3) Interim Note Interest Rate. All interest shall be computed on the basis of actual days elapsed and a year of three hundred sixty (360) days. The interest rate applied to the outstanding principal under each Interim Note shall be a floating rate calculated by Lender to be the total of: (a) the 3M USDSOFR (determined as set forth hereinbelow), plus (b) 3.85% per annum, plus (c) any increase or minus any decrease in the Bloomberg Industrial Single A Total Return Index (determined as set forth herein below) since November 15, 2024, which rate was 0.57730% per annum as of November 15, 2024; provided that the amount of the Interest Rate in effect under each Interim Note shall not be less than zero percent (0%)

(hereinafter, the "Interim Note Interest Rate"). The Interim Note Interest Rate shall be adjusted and calculated monthly by Lender on the first calendar day of a month or on another day of the calendar month selected by Lender and used on a consistent basis for Borrower and other customers of Lender as a matter of administrative convenience (the "Reset Date"), and such rate shall apply to the outstanding principal balance during the following calendar month. The source of the 3M USDSOFR shall be Bloomberg SR3M Index PX Last column. The source of the Bloomberg Industrial Single A Total Return Index shall be Bloomberg I04945US Index OAS column, Exhibit B. If the 3M USDSOFR or Bloomberg Industrial Single A Total Return Index is not available or is not published on any Reset Date or, in the absence of the availability of the applicable Bloomberg screen on any Reset Date, then Lender shall, at its election, choose a reasonable substitute source after consulting with Borrower and/or use the most recently available rate.

(4) Interim Note Payments. The first regularly scheduled payment under each Interim Note shall be due on the first calendar day of the second month following the Effective Date set forth in such Interim Note. Thereafter, payments shall be due monthly on the first calendar day of each month until the Interim Note is repaid in full in accordance with the terms of this Master Agreement and the other Transaction Documents, including pursuant to a Conversion Event in accordance with the terms of Section 2.4 of this Master Agreement. The amount of each monthly payment shall be equal to all interest accrued on the outstanding principal balance thereof since the Effective Date or the date of the last payment, as applicable. If a payment is due on a non-Business Day, payment shall be made on the next Business Day, and such extension of time shall be included in the computation of interest.

(5) Notice and Manner of Borrowing. Provided that no Default has occurred and is continuing under this Master Agreement or any other Transaction Document, and Borrower has provided at least ten (10) days' advance written notice of its intention to request an Interim Advance (unless such notice is waived by Lender in its sole discretion), and all of the conditions precedent to such Interim Advance have been satisfied or waived by Lender with respect to such Interim Advance (the date such conditions are satisfied or waived by Lender being hereinafter referred to as the "Interim Advance Trigger Date"), Lender shall make the applicable Interim Advance requested by Borrower on the latter of the date requested by Borrower or on the third Business Day immediately following the applicable Interim Advance Trigger Date as provided herein. Interim Advances shall be made directly to Supplier except to the extent such amounts constitute reimbursements to Borrower for amounts Borrower previously paid to ***** (in which case, such Interim Advances shall be made to Borrower).

(B) Conversion Date and Term Notes for ***** Units. As of the date of each Conversion Event for a ***** Unit (each, a "Conversion Date"), the parties intend for: (1) the principal amount due under the applicable Interim Note to be refinanced pursuant to a fixed rate promissory note in the form of **Exhibit C** and prepared by Lender in accordance with the terms of this Section 1.3(B) (each, a "Term Note"); and (2) the applicable Interim Loan Schedule to be replaced with a term loan schedule in the form of **Exhibit D** and in substance satisfactory to Lender and Borrower, each in its sole and absolute discretion (each, a "Term Loan Schedule"). The maximum principal balance of each Term Note executed in connection with such a Conversion Event shall be equal to the least of (a) the sum of all Interim Advances made by Lender to Borrower under the applicable Interim Note, including the Final Interim Advance; or (b) Eighty-Five percent (85%) of the Supplier's total Purchase Price for such Item of Equipment as set forth in the Purchase Agreement (such lesser amount being hereinafter referred to as the "Converted Principal"). For purposes of clarity: (a) such maximum principal amount is equal to ***** for Tranche A Equipment and ***** for Tranche B Equipment; and (b) the original principal balance of the Term Note shall not include (i) any accrued and unpaid interest or late fees, or (ii) other than the Converted Principal, any other amounts owed by Borrower as of the applicable Conversion Date, it being agreed by the parties that such accrued and unpaid interest or other amounts will not be capitalized, and that Borrower shall pay such amounts as a condition precedent to the Conversion Event as set forth in Section 2.4(B)(5) below. The applicable Term Note will be prepared by Lender in accordance with the terms of Section 1.5 of this Master Agreement below.

1.4. Loan Schedules and Notes for ***** Units. After a ***** Unit subject to a Purchase Agreement approved by Lender: (A) has been received, inspected and delivered to Borrower's satisfaction; (B) is complete, operational and in good condition and working order; (C) is satisfactory in all material respects; and (D) conforms in all material respects to all specifications in the applicable Purchase Agreement, Borrower may notify Lender in writing that Borrower has accepted the ***** Unit and is requesting an Advance with respect to such ***** Unit. Provided that no Default has occurred and is continuing under this Master Agreement or any other Transaction Document, and Borrower has provided at least ten (10) days' advance written notice of its intention to request an Advance (unless such notice is waived by Lender in its sole discretion), and all of the conditions precedent to such Advance have been satisfied or waived by Lender with respect to such Advance (the date such conditions are satisfied or waived by Lender being hereinafter referred to as the "***** Unit Trigger Date"), Lender shall make the applicable Advance requested by Borrower on the latter of the date requested by Borrower or on the third Business Day immediately following the applicable ***** Unit Trigger Date as provided herein. Advances shall be made directly to Supplier and Packager except to the extent such amounts constitute reimbursements to Borrower for amounts Borrower previously paid to Supplier and Packager (in which case, such Advances shall be made to Borrower). For purposes of clarity, no Interim Advances may be requested by Borrower, and this Agreement does not contemplate Interim Advances being made by Lender, with respect to any ***** Unit. In the event the Loan is made with respect to a ***** Unit, the Loan will be evidenced by a Term Loan Schedule and Term Note prepared by Lender in accordance with the terms of Section 1.5 of this Master Agreement below.

1.5. Term Loan Schedules and Term Notes. In the event Lender advances funds under a Term Note (either (x) pursuant to Section 1.3 in connection with the refinancing of Interim Advance in connection with a ***** Unit or (y) pursuant to Section 1.4 as the initial Advance made with respect to a fully completed, accepted and delivered ***** Unit), Lender shall prepare the applicable Term Note for execution by Borrower in accordance with the provisions set forth below in this Section 1.5.

(A) Term Note Interest and Interest Rate. All interest shall be computed on the basis of actual days elapsed and a year of three hundred sixty (360) days. The interest rate to be specified in the Term Note (the "Term Note Interest Rate") shall be a fixed rate per annum calculated by Lender to be the total of: (1) the three (3) year U.S Treasury rate as of the Effective Date set forth in the applicable Term Note (provided, however, Lender and Borrower may agree to use an earlier date if the Term Note is prepared for signature prior to the Effective Date), plus (2) 3.70% per annum, plus (3) any increase or minus any decrease in the Bloomberg Industrial Single A Total Return Index (determined as set forth below) since November 15, 2024, which rate was 0.57730% per annum as of November 15, 2024, provided that the amount of the Term Note Interest Rate to be set forth in the Term Note shall not be less than zero percent (0%). The source of the Bloomberg Industrial Single A Total Return Index shall be Bloomberg I04945US Index OAS column, Exhibit B.

(B) Term Note Payments. The first regularly scheduled payment due under the Term Note shall be due on the first calendar day of the second month following the month in which the applicable Effective Date occurs in accordance with the terms of this Master Agreement and the related Transaction Documents. Thereafter, payments shall be due monthly on the first calendar day of each month until the earlier of (a) the fifth anniversary of the date the first payment is due; or (b) a date requested by Borrower in the applicable notice given by Borrower to Lender pursuant to, as applicable, Section 1.4 or Section 2.4(B)(1) of this Master Agreement (the "Term Note Maturity Date"). The amount of each monthly payment to be specified by Lender in each Term Note shall be the amount calculated by Lender that would fully amortize the original principal balance of such Term Note in equal installments of principal and interest until the applicable Term Note Maturity Date. If a payment is due on a non-

Business Day, payment shall be made on the next Business Day, and such extension of time shall be included in the computation of interest.

1.6 Increased Costs. If either (1) any material event, development or circumstance (including any change in the financial markets) that in Lender's reasonable judgment had or could reasonably be expected to cause or result in Lender being unable to obtain funds at substantially the borrowing cost it assumed when calculating the Interim Note Interest Rate, or (2) Lender is unable to determine with reasonable certainty the Interim Note Interest Rate pursuant to the methodology set forth in this Master Agreement or the Interim Note, Interim Note Interest Rate shall be the interest rate equal to the sum of (a) the percentage determined by Lender, and (b) the interest rate determined by Lender to be that rate which Lender estimates to be its cost of funding the Interim Advance from whatever source(s) it may reasonably select, in each case, in consultation with Borrower.

1.7. Maximum Interest. Notwithstanding anything to the contrary in this Master Agreement, any Loan Schedule, any Note, or any other Transaction Document, if any interest is charged or received in excess of the maximum rate of interest permitted by Applicable Law that may be charged or received on the Obligations (the "Maximum Rate"), Borrower acknowledges and stipulates that any such charge or receipt shall be deemed the result of an accident and bona fide error, the interest payable shall be reduced to the Maximum Rate and such excess received shall be applied first to reduce principal then to reduce the other Obligations, and the balance, if any, returned to Borrower.

1.8. Late Payments. In the event that any amount due hereunder or under any other Transaction Document is not paid in full within five (5) Business Days after the applicable due date (whether at a stated payment date, stated Maturity Date, by acceleration or otherwise), Borrower shall pay to Lender on demand, in each instance at Lender's option and to the extent permissible under Applicable Law, a late fee of ***** of such overdue amount. Without limiting the foregoing, following an Event of Default (or if the Event of Default relates to non-payment and has less than a five (5) Business Day cure period, then five (5) Business Days after a payment is not made when due), Lender at its option may, in addition to the late payment fee set forth in the immediately preceding sentence, prospectively increase the Interim Note Interest Rate or Term Note Interest Rate, as applicable, on all Obligations (without notice to or demand upon Borrower) to a rate equal to the rate set forth in the applicable Note plus ***** per annum, or, if such rate exceeds the Maximum Rate, then at such Maximum Rate (hereinafter, the "Default Rate"), until all amounts owing hereunder have been fully paid and satisfied or the Event of Default is otherwise waived in writing or cured.

1.9. Application of Payments and Collections.

(A) So long as no Event of Default has occurred and is continuing, all payments and collections received for application to the Loan shall be applied first to past due interest, then to accrued but not past due interest, then to the principal amount outstanding, and then finally to the amount of any other Obligations then outstanding.

(B) Upon and following the occurrence and continuance of an Event of Default, all payments and collections received for application to the Loan shall be applied first to outstanding Collection Expenses, then to the amount of any loss, costs, expenses or damages suffered or incurred by Lender for which Borrower has agreed in the Transaction Documents to indemnify Lender, and then in the order set forth in Section 1.9(A) or to the full balance if Lender has exercised its right to accelerate the payments.

1.10. Voluntary Prepayment. No partial prepayment of any Note is permitted. Full, voluntary prepayment of a Note is permitted provided that: (A) Borrower pays all principal and accrued interest, fees, and other amounts due under such Note and the related Loan Schedule through the prepayment date; (B) if the prepayment is made under an

Interim Note or during the first six (6) months of a Term Note, Borrower pays a prepayment premium (each, a "Prepayment Premium") equal to the product of ***** multiplied by: (1) for prepayments under the Interim Note, the maximum availability under such Interim Note, even if the principal outstanding under such Loan as of the prepayment date is less; or (2) for prepayments under the Term Note, the then outstanding principal balance of such Term Note; (C) Borrower gives Lender not less than ninety (90) days advance written notice of the intended day of prepayment; and (D) any such prepayment will take place on a scheduled payment due date. For purposes of clarity, no Prepayment Premium is due if Borrower voluntarily prepays a Term Note after the first six (6) months of the term thereof. Prior to the date that is ninety (90) days from the intended day of prepayment, Borrower may rescind such notice of prepayment. After such date, a notice of prepayment once given may only be rescinded with Lender's written consent, which shall not be unreasonably withheld, conditioned or delayed. This Section 1.10 shall be subject to Section 6.1 in all respects.

1.11. Mandatory Prepayment. EACH NOTE IS SUBJECT TO MANDATORY PREPAYMENT AS FURTHER SET FORTH IN SECTIONS 4.1(G), 4.2(A) AND 5.2 OF THIS MASTER AGREEMENT OR AS OTHERWISE EXPRESSLY PROVIDED UNDER THE APPLICABLE NOTE OR ANY OTHER TRANSACTION DOCUMENT.

1.12. Payment Net Taxes.

(A) Borrower shall be responsible for, and promptly pay and discharge, or at Lender's election reimburse Lender for, all Indemnified Taxes and reasonable fees that may be payable by or imposed upon Lender and, if Borrower is prevented by operation of law or otherwise from paying any amounts owing under the Transaction Documents without deduction, then if such Tax is an Indemnified Tax, the amount to be paid under the Transaction Documents shall be increased to such an amount that the amount Lender receives after deduction is the amount Lender would have received had the originally contemplated payments been made without such deduction of an Indemnified Tax. Borrower further agrees to (a) indemnify Lender for any liabilities with respect to any Indemnified Taxes (whether or not properly or legally asserted); and (b) provide Lender with evidence satisfactory to Lender, such as the original or a certified copy of proof of payment, of payment of any such Indemnified Taxes within thirty (30) days of the payment of all amounts required under this Section 1.12.

(B) Lender shall deliver to Borrower on or prior to the date on which such Lender becomes a Lender under this Master Agreement (and from time to time thereafter upon the reasonable request of the Borrower), an executed copy of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding Tax. Lender agrees that if Internal Revenue Form W-9 (or any successor form) previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form.

1.13. Dollar Payments. All payments under the Transaction Documents shall be solely and exclusively in Dollars in immediately available funds and shall be paid to the Bank Account or otherwise as directed by Lender in writing.

1.14. Obligations Unconditional; Disclaimers.

(A) BORROWER'S OBLIGATIONS HEREUNDER, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS WHEN DUE, ARE ABSOLUTE AND UNCONDITIONAL UNDER ANY AND ALL CIRCUMSTANCES AND SHALL BE PAID AND PERFORMED BY BORROWER WITHOUT ANY ABATEMENT, REDUCTION, DIMINUTION, SETOFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT WHATSOEVER, INCLUDING ANY PAST, PRESENT OR FUTURE CLAIMS, INCLUDING ANY CLAIMS

RELATED TO THE EQUIPMENT, QUANTITY OR QUALITY OR ANY OTHER CLAIMS THAT BORROWER MAY HAVE AGAINST LENDER OR ITS AFFILIATES, ANY SUPPLIER, ANY PACKAGER, OR ANY OTHER PERSON WHATSOEVER. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, BORROWER WAIVES DEMAND, DILIGENCE, PRESENTMENT, PROTEST, AND NOTICE OF DISHONOR, NOTICE OF NONPAYMENT AND NOTICES AND RIGHTS OF EVERY KIND IN RESPECT OF EACH SUCH PAYMENT.

(B) LENDER DOES NOT MAKE, HAS NOT MADE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY OTHER COLLATERAL, OR ANY OTHER MATTER, INCLUDING: THE MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY OTHER COLLATERAL FOR ANY USE OR PURPOSE; TITLE; THE DESIGN OR CONDITION OF THE EQUIPMENT OR ANY OTHER COLLATERAL; ITS COMPLIANCE WITH ANY APPLICABLE LAWS OR ITS CONFORMITY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE AGREEMENTS OR OTHER DOCUMENTS RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL OR TO THE DESCRIPTION SET FORTH THEREIN OR IN ANY TRANSACTION DOCUMENTS; THE ABSENCE OF ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR LATENT DEFECT (WHETHER OR NOT DISCOVERABLE BY BORROWER); THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE TRANSACTIONS CONTEMPLATED HEREBY; ANY INTERFERENCE OR INFRINGEMENT; OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN LENDER AND BORROWER, ARE TO BE BORNE BY BORROWER. BORROWER SHALL NOT FOR ANY REASON ASSERT THAT LENDER IS RESPONSIBLE IN ANY WAY WITH RESPECT TO: (I) ANY LIABILITY, LOSS OR DAMAGE TO BORROWER OR ANY THIRD PARTY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT OR ANY OTHER COLLATERAL, ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, THE USE THEREOF OR BY ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

1.15. Term. This Master Agreement shall remain in effect so long as any Indebtedness is owing or any Obligations remain to be performed by Borrower to or for the benefit of Lender under the Transaction Documents. Lender's commitment to make the Loans under this Master Agreement and other Transaction Documents shall terminate upon the earlier of (A) the latest Final Advance Deadline; or (B) the date Lender or Borrower terminates this Master Agreement pursuant to any term set forth herein. No termination of Lender’s commitments to make Loans (whether as a result of an Event of Default or due to the passage of time) shall affect or impair the rights, powers or privileges of Lender or the Obligations, duties or liabilities of Borrower relating to (1) any transaction or event occurring prior to the effective date of such termination; or (2) any of the undertakings, agreements, covenants, indemnifications, warranties or representations of Borrower contained in this Master Agreement or other Transaction Documents. All such undertakings, agreements, covenants, indemnities, warranties, and representations of Borrower shall survive such termination, and Lender shall retain all of its rights and remedies under the Transaction Documents.

1.16. Grant of Security Interest.

(A) Description of Collateral; Grant of Lien. As security for Borrower’s Obligations, Borrower hereby grants Lender a security interest in all of Borrower’s rights, title and interest, whether now existing or hereafter acquired or arising, in and to the following: (1) the Equipment (other than Equipment Paid in Full) specified or referenced in each Loan Schedule and, even if not specified, all replacements, repairs, additions, attachments, accessories and Accessions to the foregoing (the “Equipment Collateral”); (2) all Support Documents relating to any Equipment Collateral, and all rights of Borrower thereunder, including Borrower’s rights and remedies with respect to

(a) any breach by Supplier or Packager of any of its representations, warranties and covenants under any Support Documents to which Supplier or Packager is a party; and (b) any indemnification from Supplier or Packager arising under or pursuant to any Support Documents to which Supplier or Packager is a party; (3) any amounts and proceeds of any kind payable in respect of any Casualty Event (whether or not covered by insurance) relating to any Equipment Collateral, and all indemnity, warranty or guaranty payable by reason of a Casualty Event related to any of the foregoing Collateral; and (4) Proceeds and products, whether tangible or intangible, of any of the foregoing Collateral, including, as such terms are defined in the UCC, chattel paper, instruments, accounts, proceeds of insurance or any other property resulting from the sale, lease or other disposition of the foregoing Collateral; provided that, upon any Equipment or Item of Equipment becoming Equipment Paid in Full, such Equipment or Item of Equipment shall automatically be released and cease to be Collateral and, upon at least three (3) Business Days' prior written request by Borrower, Lender shall execute such documents as may be necessary to evidence the release of Lender's Liens upon such Equipment Paid in Full. Borrower hereby agrees that such security interest: (a) secures the payment and performance when due of any and all Obligations owing by Borrower; and (b) extends to all Collateral so long as any portion of the Obligations secured hereby remains unpaid or any duties or other Obligations of Borrower remain undischarged. In the event any Note evidences both a Purchase Money Obligation (as defined in Section 9-103(a)(2) of the UCC) and an Obligation that is not a Purchase Money Obligation (a "Non-Purchase Money Obligation"), Lender and Borrower hereby agree that any portion of payments applied to the principal balance under such Note shall be applied first to the portion thereof that is a Non-Purchase Money Obligation, and only after such portion of principal has been repaid in full shall the portion of payments applied to the principal balance of such Note be allocated to any Purchase Money Obligation. For purposes of clarity, notwithstanding Borrower's grant to Lender of a Lien in the Support Documents, Borrower expressly acknowledges and agrees that Borrower shall remain liable under each Support Document to which it is a party or by which it is bound to observe and perform all of the conditions and obligations therein contained to be observed and performed by it, and that neither this Master Agreement, nor any other Transaction Document, nor any action taken pursuant hereto or thereto shall cause Lender to be under any obligation or liability in any respect whatsoever to Supplier or Packager for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

(B) Cross-Collateralized. While any Obligation under the Transaction Documents now or hereafter arising remains outstanding, Borrower agrees that all Obligations owed to Lender shall be cross-guaranteed, cross-defaulted, cross-accelerated and cross-collateralized. Notwithstanding anything to the contrary herein, any security interest granted by Borrower pursuant to any Transaction Document (in this context, the "Primary Document") with respect to Borrower's Obligations under any other Transaction Document (in this context, the "Secondary Document") shall benefit any Lender Assignee only to the extent such assignee is deemed to be a "Lender" under both the Primary Document and the Secondary Document in accordance with Section 6.1 hereof.

(C) Lien in Equipment Prior to Conversion Date. Lender and Borrower acknowledge that: (1) until such time as Supplier receives the final payment due under the Purchase Agreement with respect to a ***** Unit, Borrower may have limited rights to the Equipment Collateral; and (2) the Lien granted by Borrower to Lender in such Equipment Collateral prior to such time as Supplier receives the final payment due under the Purchase Agreement with respect to the applicable ***** Unit (and all representations, warranties and covenants that Borrower makes with respect to such Equipment Collateral prior to such time) shall be limited to whatever rights, title and interest Borrower has acquired from Supplier in such Equipment Collateral.

1.17. Substitute Performance. In the event Borrower fails to maintain insurance in accordance with the Minimum Insurance Requirements, fails to pay Taxes due and owing with respect to the Collateral (unless such Taxes are being contested in accordance with Borrower Contest Rights), or fails to perform any other obligation required hereunder or under any other Transaction Document and an Event of Default then exists and is continuing, Lender may make expenditures in order to maintain and preserve the Equipment or other Collateral. The amount expended plus interest thereon from the date of expenditure at the Default Rate shall be due immediately upon notice by Lender.

SECTION 2. CONDITIONS PRECEDENT TO LOANS; CONVERSION EVENT

2.1 Conditions Precedent to the Initial Loan. Notwithstanding anything to the contrary in this Master Agreement or any other Transaction Document, Lender shall not be obligated to make the initial Loan (including any initial Interim Advance thereunder) on or after the Amended Master Effective Date until each of the following conditions has been satisfied, all in form and substance reasonably satisfactory to Lender (other than as set forth in Section 2.1(E)), and any election by Lender to make any such Advance prior to the fulfillment of any condition precedent shall not constitute a waiver thereof:

(A) Existence and Good Standing. Lender shall have received a certificate of existence and good standing with respect to Borrower, issued as of a recent date, acceptable to Lender, by the appropriate and authorized official of Borrower's jurisdiction of organization;

(B) Authorization; Organizational Documents. Borrower shall have provided in form and substance reasonably satisfactory to Lender: (1) properly certified resolutions of Borrower's manager, managing member, board of directors, members or other governing body or Persons duly authorizing the execution and delivery of this Master Agreement and all other Transaction Documents; (2) copies of the organizational and governing documents of Borrower; and (3) certification by an authorized officer or member of Borrower that the documents set forth in subsections (1) and (2) above are true and correct copies thereof, together with specimen signatures and incumbency certifications as to the officers or other Persons identified in the resolutions or other authorizing documents;

(C) Guarantor Acknowledgment and Related Documents. Receipt of the signatures of authorized signatories of the Guarantors on the Acknowledgment by Guarantors at the end of this Master Agreement, together with certified resolutions, copies of the organizational and governing documents of the Guarantors and other evidence of existence and authority for the Guarantors, similar to that required by Sections 2.1(A) and 2.1(B) above for Borrower;

(D) Opinion of Counsel. Lender shall have received a favorable, written opinion of counsel to Borrower and the Guarantors as to the transactions contemplated by each Transaction Document to which it is a party, addressing authorization, execution and delivery of this Master Agreement and the other Transaction Documents, and in each case be subject to standard qualifications and limitations reasonably acceptable to Lender;

(E) Liens. Lender shall have received evidence, satisfactory to Lender in its sole discretion, that (1) all necessary or reasonably desirable actions have been taken for Lender to perfect (and Lender shall have perfected) a first priority security interest in whatever rights, title and interest Borrower has or may thereafter acquire in the Collateral (subject to Permitted Liens); and (2) the Collateral will not be encumbered by any other claim or lien other than Permitted Liens; and

(F) Additional Requirements. All such other documents, certifications, or acknowledgments shall be provided, and events occurred, as Lender shall reasonably request.

2.2. Additional Conditions Precedent to the Initial Advance for each Item of Equipment. Notwithstanding any provision of any Transaction Document, the initial Advance for each Item of Equipment under this Master Agreement (including the initial Interim Advance for any ***** Unit or the single Advance for any ***** Unit made after delivery and acceptance thereof) shall be made pursuant to the terms of this Master Agreement and shall be subject to the fulfillment to Lender's reasonable satisfaction (other than as set forth in Section 2.2(D) which grants Lender sole discretion) of all of the following conditions, in addition to the conditions precedent set forth in Section 2.1 hereof:

(A) Purchase Agreement; Invoices. Lender shall have received a copy of the Purchase Agreement, certified as true and correct by an officer of Borrower, and a copy of any and all invoices provided with respect to the Purchase Agreement;

(B) Supplier Consent and Related Information. In the event the Advance is an Interim Advance with respect to a ***** Unit, Lender shall have received a consent to collateral assignment in form and substance reasonably acceptable to Lender executed by ***** pursuant to which ***** (1) consents to the Lien granted by Borrower to Lender of all of Borrower's rights under the Purchase Agreement and in the Equipment and (2) grants to Lender certain cure, step-in and other rights with respect to such Purchase Agreement;

(C) Transaction Documents. Borrower shall have executed and delivered to Lender the applicable Loan Schedule and Note, and all other Transaction Documents related thereto;

(D) Liens. Lender shall have received evidence, satisfactory to Lender in its sole discretion, that (1) all necessary or reasonably desirable actions have been taken for Lender to perfect (and Lender shall have perfected) a first priority security interest in whatever rights, title and interest Borrower has or may thereafter acquire in the Collateral (subject to Permitted Liens); and (2) the Collateral will not be encumbered by any other claim or lien other than Permitted Liens;

(E) Down Payment. Lender shall have received evidence that the Borrower paid to Supplier and/or Packager in immediately available funds an aggregate amount equal to not less than fifteen percent (15%) of the applicable Item of Equipment's Purchase Price; and

(F) Additional Requirements. Borrower shall have provided all such other documents, certifications, or acknowledgments that: (1) are not inconsistent with the other conditions precedent set forth in Sections 2.1 and 2.2 of this Master Agreement; and (2) are reasonably requested by Lender as a result of (a) changes in Applicable Laws; (b) reasonable changes in Lender's internal policies applicable to similarly situated borrowers or obligors; or (c) circumstances or events not reasonably known to Lender as of the date of the initial Loan.

2.3. Additional Conditions Precedent to each Advance. Notwithstanding any provision of any Transaction Document, each Advance for any Item of Equipment shall be made pursuant to the terms of this Master Agreement and shall be subject to the fulfillment to Lender's reasonable satisfaction of all of the following conditions, in addition to the conditions precedent set forth in Section 2.1 and 2.2 hereof:

(A) ***** Units- Completion of Milestone; Invoice; Advance Notice; Pay Proceeds Letter. In the event the Advance is being made with respect to a ***** Unit:

(1) The applicable Milestone for which the Advance is requested shall have been satisfied, and Lender shall have received an appropriate invoice from Supplier for the applicable payment amount due under the Purchase Agreement upon completion of such Milestone, which such invoice must include a complete description of the manufacturing progress corresponding to such Milestone, and which such invoice must be dated no more than one hundred twenty (120) days prior to the date of the requested Interim Advance;

(2) Borrower shall have (a) notified Lender in writing at least ten (10) days prior to the date of the Interim Advance of Borrower's intention to request such an Interim Advance, and (b) delivered to Lender an Advance Request and Certification (***** Unit) in the form of **Exhibit E**; and

(3) in the event Borrower is seeking reimbursements for amounts previously paid by Borrower to Supplier, Lender shall have received evidence reasonably satisfactory to Lender that Supplier has received such payment from Borrower and the Supplier invoices paid directly by Borrower must be dated no more than one hundred twenty (120) days prior to the date of the requested Interim Advance;

(B) ***** Units- Delivery and Acceptance; Invoice; Advance Notice; Pay Proceeds Letter. In the event the Advance is being made with respect to a ***** Unit:

(1) The ***** Unit for which the Advance is requested shall: (a) have been received, inspected and delivered to Borrower's satisfaction; (b) be complete, operational and in good condition and working order; (c) be satisfactory in all material respects; and (d) conform in all material respects to all specifications in the Purchase Agreement;

(2) Lender shall have received one or more appropriate invoices from Supplier and Packager for the applicable payment amounts that either have already been paid or are due under the Purchase Agreement, and the final invoice from the Supplier or the Packager (whichever final invoice is later) with respect to such ***** Unit shall be dated no more than one hundred twenty (120) days prior to the date of the applicable Advance being requested for such ***** Unit; provided, however, that with respect to any ***** Unit that has been completed, delivered to, and accepted by Borrower during the first or second calendar quarter of 2026, the foregoing one hundred twenty (120) day requirement shall not apply so long as the corresponding Term Note is executed and the related Advance is made on or before August 31, 2026;

(3) Borrower shall have (a) notified Lender in writing at least ten (10) days prior to the date of the Advance of Borrower's intention to request such an Advance, and (b) delivered to Lender an Advance Request and Certification (***** Unit) in the form of **Exhibit F**; and

(4) In the event Borrower is seeking reimbursements for amounts previously paid by Borrower to Supplier and Packager, Lender shall have received evidence reasonably satisfactory to Lender that Supplier and Packager have received such payment from Borrower and that the final invoice from the Supplier or the Packager (whichever final invoice is later) with respect to such ***** Unit is dated no more than one hundred twenty (120) days prior to the date of the applicable Advance being requested for such ***** Unit; provided, however, that with respect to any ***** Unit that has been completed, delivered to, and accepted by Borrower during the first or second calendar quarter of 2026, the foregoing one hundred twenty (120) day requirement shall not apply so long as the corresponding Term Note is executed and the related Advance is made on or before August 31, 2026;

(C) Origination/Advance Fees. Borrower and Lender acknowledge that Borrower has previously paid to Lender, pursuant to the Existing Agreement, certain origination fees with respect to Loan Tranche A and Loan Tranche B, and that such origination fees are deemed earned by Lender in full. For Loan Tranche C, Borrower shall pay to Lender, on or before any Advance under Loan Tranche C, an amount equal to ***** of the amount of such Advance, which such fees shall be deemed earned by Lender upon making of such Advance under the applicable Note; provided, however that, in the event of an Advance under a Term Note for a ***** Unit on the Conversion Date, such ***** fee shall not be calculated or payable on any Converted Principal given that Borrower will have already paid such fee with respect to such principal in connection with the Advances under the applicable Interim Note.

(D) Maximum Amount Advance:

(1) The total outstanding principal balance under all Notes other than the portion thereof calculated by Cat Financial to be subject to Non-Recourse Syndications, including the Advance being requested, will not exceed the Total Maximum Facility Amount;

(2) Without limiting the foregoing, (a) in the event of an Advance under Loan Tranche B, the total principal amount advanced plus the sum of all other Advances previously made under Loan Tranche B does not exceed the Loan Tranche B Maximum Facility Amount; and (b) in the event of an Advance with respect to Loan Tranche C, the amount of such requested Advance shall not exceed the Current Tranche C Maximum Availability Amount; and

(3) For purposes of clarity, no Advances may be made under Loan Tranche A after the Amended Master Effective Date;

(E) Absence of Default. There shall not exist and be continuing (1) any Default under this Master Agreement or any other Transaction Document; (2) any event of default under the Bank Facility; or (3) any event of default under any other credit facilities with other lenders under which Borrower is bound (for purposes of clarity, excluding the Bank Facility) and the outstanding principal balance is greater than the Threshold Amount;

(F) No Violation of Credit Facilities. The Transaction Documents and the Loans contemplated hereunder shall not violate any covenants under any credit facilities with other lenders under which Borrower is bound (including the Bank Facility);

(G) No Material Adverse Effect. No event or circumstance having a Material Adverse Effect since December 31, 2025 shall have occurred and be continuing;

(H) Payment of Fees and Expenses. Borrower shall have paid to Lender all amounts due under Section 7.6 hereof and any other amounts specified in this Master Agreement or any other Transaction Document that may then be due and payable;

(I) Financial Statements. Lender shall have received all financial statements required pursuant to Section 4.1 hereof;

(J) Evidence Remains Current. The evidence of existence and good standing provided by Borrower pursuant to Section 2.1(A) shall be of a recent date, or updated if required by Lender;

(K) Additional Requirements. Borrower shall have provided all such other documents, certifications, or acknowledgments that: (1) are not inconsistent with the other conditions precedent set forth in Sections 2.1 through 2.3, inclusive, of this Master Agreement; and (2) are reasonably requested by Lender as a result of (a) changes in Applicable Laws; (b) reasonable changes in Lender's internal policies applicable to similarly situated borrowers or obligors; or (c) circumstances or events not reasonably known to Lender as of the date of the initial Loan.

2.4. Conversion from Interim Note to Term Note.

(A) Term Note, Term Loan Schedule and Conversion Event. The parties intend that, promptly after notice from Supplier of the completion of the final Milestone with respect to any ***** Unit, and on or before the applicable Interim Note Maturity Date for such ***** Unit: (1) Lender shall pay to Supplier on behalf of Borrower the amount due upon completion of such final Milestone, as the final Interim Advance and subject to all conditions precedent thereto set forth in the Transaction Documents for each Interim Advance (the "Final Interim Advance"); and (2) the rights and obligations of the parties shall thereafter be evidenced by a Term Note and Term Loan Schedule, in order to allow such principal balance of the Interim Advances (including the Final Interim Advance) to begin amortizing in accordance with the terms set forth therein (each such conversion from an Interim Note and Interim Loan Schedule to a Term Note and Term Loan Schedule being hereinafter referred to as a "Conversion Event"). Lender and Borrower each hereby expressly agree that (a) it is the intention of Lender and Borrower and the economic reality that each Term Note and Term Loan Schedule evidence the same Obligation (including any "purchase money obligation" as such term is defined in Section 9-103(a)(2) of the UCC) originally incurred by Borrower under the applicable Interim Note and Interim Loan Schedule covering the same Item of Equipment, and (b) no Term Note or Term Loan Schedule be deemed to be a novation or otherwise a substitution of new debt for the debt originally evidenced hereunder.

(B) Conditions Precedent to Conversion Event. Notwithstanding any provision of any Transaction Document, Lender shall not be obligated to refinance any Interim Note by funding under the applicable Term Note until the fulfillment to Lender's reasonable satisfaction (other than as set forth in Section 2.4(B)(3)) of all of the following conditions:

(1) Advance Notice. Borrower shall have notified Lender in writing at least ten (10) days prior to the date of the anticipated Conversion Date, unless waived by Lender;

(2) Transaction Documents. Borrower shall have executed and delivered to Lender the applicable Term Loan Schedule, the applicable Term Note, and all other Transaction Documents related thereto;

(3) Liens. Lender shall have received any updated evidence, satisfactory to Lender in its sole discretion, that (a) all necessary or reasonably desirable actions have been taken for Lender to perfect (and Lender shall have perfected) a first priority security interest in the Collateral, including the applicable ***** Unit (subject to Permitted Liens); and (b) the Collateral will not be encumbered by any other claim or lien other than Permitted Liens;

(4) Evidence of Insurance. Lender shall have received evidence of all insurance required hereunder, including pursuant to Section 4.1(D)(1) of this Master Agreement;

(5) Interest, Fees and other Charges. Lender shall have received payment in immediately available funds of any accrued and unpaid interest, late fees or other amounts owed by Borrower as of the Conversion Date with respect to the applicable Interim Note, Interim Loan Schedule, related Transaction Documents or ***** Unit;

(6) Payment of Fees and Expenses. Borrower shall have paid to Lender all amounts due under Section 7.6 hereof and any other amounts specified in this Master Agreement or any other Transaction Document that may then be due and payable;

(7) Title Work. In the event Supplier is in possession of any certificate of origin, manufacturer's statement of origin or similar documents that could be used to obtain certificates of title under Certificate of Title Laws, Lender shall have received possession of the originals of such documentation; and

(8) Absence of Default. There shall not exist and be continuing (a) any Default under this Master Agreement or any other Transaction Document; (b) any event of default under the Bank Facility; or (c) any event of default under other credit facilities with other lenders under which Borrower is bound and the outstanding principal balance is greater than the Threshold Amount;

(9) No Violation of Credit Facilities. The Transaction Documents and the Loans contemplated hereunder shall not violate any covenants under any credit facilities with other lenders under which Borrower is bound (including the Bank Facility);

(10) No Material Adverse Effect. No event or circumstance having a Material Adverse Effect since December 31, 2025 shall have occurred and be continuing;

(11) Financial Statements. Lender shall have received all financial statements required pursuant to Section 4.1 hereof;

(12) Evidence Remains Current. The evidence of existence and good standing provided by Borrower pursuant to Section 2.1(A) shall be of a recent date, or updated if reasonably required by Lender;

(13) Interim Note Maturity Date: The Interim Note Maturity Date has not occurred under the Interim Note related to such ***** Unit; and

(14) Additional Requirements. All such other documents, certifications, or acknowledgments shall be provided, and events occurred, as Lender shall reasonably request.

(C) Non-Conversion Fee.

(1) Notwithstanding any provision in this Master Agreement or in any other Transaction Document to the contrary, if any ***** Unit is subject to a Purchase Agreement approved by Lender under this Master Agreement and a Non-Conversion Event (as defined below) occurs with respect to such ***** Unit, Borrower shall pay to Lender a fee equal to ***** of the Purchase Price for such ***** Unit (the "**Non-Conversion Fee**") within five (5) days after an applicable Non-Conversion Event (as defined below). Borrower expressly acknowledges and agrees that the Non-Conversion Fee (a) is payable in lieu of any Prepayment Premium that would otherwise be payable under Section 1.10 with respect to the applicable Interim Note or ***** Unit (and, for the avoidance of doubt, Lender agrees no additional Prepayment Premium shall be due on the amount of any such prepayment), (b) is consideration for Lender's agreement to forbear from suspending the remaining availability under this Master Agreement, if any, or declaring an Event of Default under this Master Agreement, in each case solely as a result of the failure of the Conversion Event to occur for such ***** Unit, (c) is not a penalty, and (d) shall be fully earned and non-refundable when due.

(2) As used herein, a "**Non-Conversion Event**" occurs with respect to a ***** Unit if:

(a) Borrower pays the final installment of the purchase price to the Supplier unless Borrower intends to seek reimbursement from Lender with an Advance under the Interim Note, in which case the Non-

Conversion Event does not occur until expiration of any reimbursement period set forth in Section 2.3(A)(3) hereof; or

(b) in the event Borrower has not paid the final installment of the purchase price to Supplier: (i) if an Advance has been made by Lender with respect to such ***** Unit, by the Interim Note Maturity Date under the applicable Interim Note; or (ii) if no Advance has been made by Lender with respect to such ***** Unit, by the applicable Final Advance Deadline.

(3) In addition to the payment of any Non- Conversion Fee as set forth above, upon the occurrence of a Non-Conversion Event for any ***** Unit that is subject to a Purchase Agreement approved by Lender under this Master Agreement: (a) Lender will be under no obligation to make any further Advances with respect to such applicable Interim Note; and (b) Borrower shall be obligated to pay to Lender, in addition to the Non-Conversion Fee, within five (5) days after an applicable Non-Conversion Event: (i) the entire balance due under the applicable Interim Note, if any, including all accrued and unpaid interest thereon; and (ii) any other amounts owed by Borrower under Section 7.6 or otherwise hereunder, in each case, with respect to the applicable Interim Note and the applicable Interim Loan Schedule, if any, and/or the applicable ***** Unit (provided, however, that Lender agrees that no additional Prepayment Premium shall be due on the amount of any such prepayment). Notwithstanding the foregoing, nothing in this Section 2.4(C) shall limit any right or remedy of Lender arising from Borrower's failure to pay the Non-Conversion Fee or any other amount when due, or from the occurrence or continuance of any other Default or Event of Default.

SECTION 3. REPRESENTATIONS AND WARRANTIES

Borrower (and each Guarantor with respect to representations and warranties set forth below applicable to such Guarantor), with the knowledge that Lender is relying thereon in executing or accepting this Master Agreement, any Loan Schedules or Notes, or any other Transaction Documents to which it is a party, and in disbursing each Loan hereunder, represents and warrants the following to Lender as of the date hereof and on the date of each Advance (and, if different, the date of each Loan Schedule and Note):

3.1. Due Organization; Existence. Borrower (i) is a limited liability company duly organized under the laws of the State of Delaware, is validly existing and in good standing under the laws of such State and (ii) is duly qualified to do business in each State where its business, operations or presence requires such qualification unless, solely in the case of this clause (ii), failure to maintain such qualification could not reasonably be expected to result in a Material Adverse Effect. Each Guarantor is a corporation duly organized under the laws of the State of Delaware (in the case of PHC) or Texas (in the case of PSI), and each Guarantor (i) is validly existing and in good standing under the laws of its State of incorporation and (ii) is duly qualified to do business in any other jurisdiction in which its business, operations or presence requires such qualification unless, solely in the case of this clause (ii), failure to maintain such qualification could not reasonably be expected to result in a Material Adverse Effect.

3.2. Authorization; No Conflict as to Applicable Law or Agreements. Each of Borrower and each Guarantor has all requisite power and authority, and is duly authorized and empowered to enter into, execute, deliver and perform all of its Obligations under the Transaction Documents and the Support Documents; to conduct its business as presently conducted; to own and operate its Property; and to operate the Equipment. The execution, delivery, and performance by Borrower and each Guarantor of the Transaction Documents and the Support Documents to which such Person is a party have been duly authorized by all necessary company action and do not (a) require any consent or approval of the stockholders, partners, members, or other owners of Borrower or any Guarantor, as applicable, or any authorization, consent, or approval by any domestic or foreign governmental department, commission, board, bureau, agency, or instrumentality, in each case, that is not already obtained; (b) violate any provision of any Applicable Law or any order, writ, injunction, or decree presently in effect having applicability to Borrower or any Guarantor, as applicable, or of the organizational or governing documents of Borrower or Guarantor, as applicable; (c) result in a material breach of or constitute a material default under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which Borrower or any Guarantor is a party or by which it or its Properties are bound or affected (without implying the consent of Lender to the existence or creation thereof); or (d) result in or require the creation or imposition of any Lien upon or with respect to any of the Collateral of Borrower other than Permitted Liens.

3.3. Legal Agreements. Each Transaction Document to which Borrower or any Guarantor, as applicable, is a party is the legal, valid, and binding obligation of such Person enforceable against it in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

3.4. Material Adverse Effect. No condition exists and is continuing that has caused or could reasonably be expected to have a Material Adverse Effect since the date of the latest financial statement referred to in Section 4.1(A).

3.5. Financial Condition; Solvency.

(A) Taken as a whole, Borrower's and Guarantors' financial statements containing financial information heretofore furnished to Lender (or publicly filed Forms 10-Q and 10-K, as applicable) do not contain any untrue statement of material fact or omit to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time (after giving effect to all supplements so furnished prior to such time) in light of the circumstances under which such financial information is furnished; it being understood and agreed that for purposes of this Section 3.5, if such financial information includes projections (including financial estimates, forecasts and other forward-looking information), pro forma financial information or information of a general economic or general industry nature, such projections were prepared in good faith based upon assumptions believed by Borrower and Guarantors to be reasonable at the time made and at the time delivered; it being recognized by Lender that such projections are as to future events and are not to be viewed as facts, the projections are subject to significant uncertainties and contingencies, many of which are beyond the control of Borrower and Guarantors, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material.

(B) Borrower and Guarantors, taken as a whole, are solvent.

3.6. Liens. The Collateral is not subject to any Lien or the terms of any security agreement, other than Permitted Liens. Without limiting the foregoing: (a) the Liens granted to Lender hereunder are superior and prior to the rights of all third Persons now existing or hereafter arising by way of Lien (other than Permitted Liens); and (b) all such action as is necessary has been taken to establish and perfect Lender's rights in and to, and first priority Lien (subject to Permitted Liens) on, the Collateral, including any recording, filing, registration, giving of notice or other similar action.

3.7. Title to Properties. Subject to Permitted Liens, Borrower has good, valid, and marketable title to the Collateral.

3.8. Compliance with Laws and Regulations. Borrower, in the conduct of all of its business affairs, is in all material respects in compliance with the requirements of all Applicable Laws, including all Environmental Laws, where noncompliance, individually or in the aggregate, would reasonably be expected to subject Borrower to fines in excess of the Threshold Amount. There are no material citations, notices, or orders of noncompliance (that have not been complied with or withdrawn) issued to Borrower under any Applicable Law, the subject of which remains unresolved and where noncompliance, individually or in the aggregate, would reasonably be expected to subject Borrower to fines in excess of the Threshold Amount.

3.9. Taxes. Borrower has filed or caused to be filed all tax returns which are required to be filed by it pursuant to all applicable federal, state, and local laws, regulations or orders, or any other Applicable Laws and has paid, or made provision for the payment of, all Taxes (subject to Borrower Contest Rights), except in each case to the extent the failure to file such tax returns or pay such Taxes, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The charges, accruals, and reserves in respect of income taxes on the books of Borrower are adequate in all material respects. Borrower knows of no proposed tax assessment against it that, individually or in the aggregate, would have a Material Adverse Effect.

3.10. Litigation. There are no actions, suits or proceedings pending or to the Knowledge of Borrower threatened against or affecting Borrower or any Guarantor or the properties of such Person before any court, arbitrator, or governmental authority, commission, board, bureau, agency or instrumentality, domestic or foreign, that has a reasonable likelihood of being adversely determined and, if so adversely determined, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

3.11. No Defaults on Outstanding Judgments. Borrower and Guarantors have each satisfied all final and non-appealable judgments, if any, and are not in default with respect to any final and non-appealable judgment, writ, injunction, or decree, in each case, individually or in the aggregate, in an amount that exceeds the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied or failed to acknowledge coverage), of any court, arbitrator, or of any other federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, whether domestic or foreign, in each case, where there is a period of sixty (60) consecutive days during which a stay of enforcement of such judgment, writ, injunction, or decree, by reason of a pending appeal or otherwise, is not in effect;

3.12. Civil Acts; No Immunity. Borrower and Guarantors are subject to civil and commercial law with respect to its Obligations under the Transaction Documents and Support Documents signed or to be signed by it. The execution, delivery, and performance of such Transaction Documents and Support Documents constitute commercial acts as opposed to governmental acts. Neither Borrower nor any Guarantor nor any of their respective Property enjoys, in the courts of the United States or any other nation, any right of immunity from suit, setoff or attachment or execution on a judgment in respect of the obligations of Borrower or any Guarantor under the Transaction Documents or its rights under the Support Documents.

3.13. Support Documents. (a) There has been no prior assignment of the Support Documents to any Person other than Lender, and Borrower has full and absolute title to the Support Documents; (b) the Support Documents are to the Knowledge of Borrower enforceable, valid agreements and are what they purport to be subject to the effect of principles of equity, bankruptcy, and/or similar laws of general application, now or hereafter in effect, relating to or affecting such enforcement; (c) Borrower is not in default under any Support Document; (d) to its knowledge, all material covenants, conditions, and agreements have been performed as required in the Support Documents, except those not due to be performed until after the date the representation and warranty is made; and (e) Borrower is transferring and assigning the Support Documents and its rights thereunder to Lender free and clear of any and all Liens (other than Permitted Liens) of Borrower's own creditors.

3.14. No Default. No Default has occurred and is continuing under any Transaction Document (including with respect to Guarantor or otherwise under the Guaranty).

SECTION 4. COVENANTS AND CONTINUING AGREEMENTS

4.1. Affirmative Covenants. So long as this Master Agreement or any other Transaction Document remains in effect, Lender has any commitment to lend funds hereunder or under any of the other Transaction Documents, or Borrower has any unfulfilled or undischarged Obligations, Borrower (and each Guarantor with respect to covenants and continuing agreements set forth below applicable to such Guarantor) covenants and agrees as follows:

(A) Financial Statements.

(1) Annual Statements. PHC shall provide its Form 10-K report filed with the Securities and Exchange Commission for its most recently ended Fiscal Year as soon as it is available or within one hundred twenty (120) days of its Fiscal Year-end; and

(2) Interim Statements. PHC shall provide its Form 10-Q report filed with the US Securities and Exchange Commission for its most recently ended fiscal quarter (with respect to the first three fiscal quarters of each Fiscal Year) as soon as it is available or within sixty (60) days of each quarter-end.

Borrower shall be deemed to have complied with the foregoing requirements if PHC files its Forms 10-K and 10-Q with the Securities and Exchange Commission that are publicly available within the time frames set forth in this Section 4.1(A).

(B) Other Information. Borrower or Guarantor will deliver in writing to Lender:

(1) Certain Changes. Notice of any Change of Control not less than thirty (30) days prior to the effectiveness thereof (or such shorter period to which the Lender may agree to in writing in Lender’s sole discretion) or any change of Borrower's legal name, form of entity or state of organization not less than 10 Business Days after the effectiveness thereof (or such longer period to which the Lender may agree to in writing in Lender’s sole discretion);

(2) Default. As promptly as practicable (but in any event not later than fifteen (15) days after Borrower obtains Knowledge of the occurrence): (a) notice of (i) any Default hereunder or (ii) any material default by Borrower under any material agreement pursuant to which Borrower's obligations could reasonably be expected to exceed the Threshold Amount; and (b) a detailed statement by an officer of Borrower of the steps being taken by Borrower to cure the foregoing;

(3) Litigation. As promptly as practicable after the commencement thereof, notice in writing of all litigation and of all proceedings before any state or federal court or any governmental or regulatory agency, bureau or commission affecting Borrower or any Guarantor which seek a monetary recovery against Borrower or any Guarantor which, if determined adversely to Borrower or any Guarantor, could reasonably be expected to result in a Material Adverse Effect, along with such additional information Lender may reasonably request regarding the circumstances underlying and the merits of such litigation or proceedings;

(4) Environmental. As promptly as practicable (but in any event not later than five (5) Business Days after Borrower obtains Knowledge of the occurrence), notice in writing of any Environmental Claim against Borrower or any Guarantor that could reasonably be expected to result in a Material Adverse Effect;

(5) Material Adverse Effect. Notice of the occurrence of any event or circumstance having a Material Adverse Effect;

(6) Quarterly Compliance Certificates. Borrower shall provide a compliance certificate, in the form of **Exhibit G**, concurrently with the delivery of the financial statements set forth in Section 4.1(A), that is signed by an authorized officer of Borrower and that confirms: (a) each Item of Equipment's vehicle identification number (if applicable), serial number and title state; (b) such financial statements fairly present in all material respects the financial results of operations and condition of PHC and its consolidated Subsidiaries, taken as a whole, in accordance with GAAP; and (c) that (i) no Event of Default has occurred and is continuing under the Transaction Documents (or that an Event of Default has occurred and is continuing under the Transaction Documents, in which case, Borrower shall list the actions being taken to remedy such circumstances); (ii) no event of default has occurred and is continuing under the Bank Facility (or that an event of default has occurred and is continuing under the Bank Facility, in which case, Borrower shall list the actions being taken to remedy such circumstances); and (iii) no event of default has occurred and is continuing under any other credit facilities with other lenders under which Borrower is bound and the outstanding principal balance exceeds the Threshold Amount (or that an event of default has occurred and is continuing under such other credit facilities, in which case, Borrower shall list the actions being taken to remedy such circumstances);

(7) Requested Information. Such data, documents or further information related to this Master Agreement or any other Transaction Document, or the business or financial condition of any Guarantor or Borrower as Lender may reasonably request, within a commercially reasonable time.

(C) Compliance with Applicable Laws. Borrower shall, in the conduct of its business, comply with all Applicable Laws, including: (1) paying and discharging promptly, and in all events before the same become delinquent, all Taxes imposed upon it or upon its property (subject to Borrower Contest Rights) except to the extent the failure to comply with such Applicable Laws (including the payment of such Taxes), individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (2) obtaining and maintaining all Permits, Licenses and Related Rights. Subject to Borrower Contest Rights, if Borrower shall fail to promptly discharge or provide security against any Taxes, claims, assessments, and governmental charges as aforesaid and an Event of Default then exists and is continuing, Lender may do so, and any and all expenses incurred by Lender shall be promptly paid by Borrower on demand and shall be subject to late payment fees and interest in accordance with Section 7.6 hereof.

(D) Equipment Specific Requirements. Beginning on or before the Conversion Date with respect to any ***** Unit referenced in the corresponding Term Loan Schedule or on or before the Effective Date of the Term Note with respect to any ***** Unit, and continuing until all Obligations under the applicable Term Note, Term Loan Schedule, and related Transaction Documents are satisfied in full, other than contingent indemnification obligations for which no claim has been made:

(1) Insurance Requirements. Borrower shall maintain insurance, at its expense, in accordance with the Minimum Insurance Requirements with respect to such Equipment. All such insurance required hereunder shall: (a) be in a form and with companies as Lender shall reasonably approve, which

companies must be of a financial strength and size set forth in more detail in the Minimum Insurance Requirements; (b) be primary, without right of contribution from any other insurance carried by Lender; (c) include a waiver of subrogation; and (d) provide that the insurance may not be canceled or altered so as to affect the interest of Lender without at least thirty (30) days prior written notice to Lender (or, in the event of nonpayment, ten (10) days prior written notice). With respect to the Equipment subject to such Minimum Insurance Requirements, Borrower shall not allow any adjustments to be made with insurers except with Lender's prior written consent and hereby appoints Lender as Borrower's attorney-in-fact to receive payment of and to endorse all checks, drafts and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Borrower fails to do so, and such power shall be coupled with an interest and shall be irrevocable for the term of this Master Agreement and the related Transaction Documents. With respect to the Equipment subject to such Minimum Insurance Requirements, Borrower shall promptly notify Lender of any occurrence which may become the basis of a claim and shall provide Lender with all reasonably requested pertinent data. Borrower shall promptly deliver to Lender written evidence of such insurance coverage following the Lender’s request therefor.

(2) Inspection. Lender and its respective agents or designees shall have at all reasonable times during normal business hours upon reasonable advance notice the right of entry and free access to inspect the Collateral; provided, however, that (A) no advance notice shall be required upon the occurrence and during the continuance of an Event of Default; and (B) access may be limited by existing contractual arrangements between Borrower and unaffiliated third parties (in which case Borrower shall use commercially reasonable efforts to allow Lender’s inspection). Subject to the foregoing, Lender shall also have unrestricted access to and the right to copy all records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower in each case with respect to Collateral (solely to the extent it is within Borrower’s or any Affiliate’s control to permit such copies). Borrower shall be responsible for all reasonable and documented out-of-pocket expenses and costs incurred by Lender, subject to the terms and conditions set forth in Section 7.6. Borrower shall, promptly upon written request from Lender, provide copies of such records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower in each case with respect to the Collateral as are reasonably requested by Lender. Unless an Event of Default or Casualty Event has occurred and is continuing, Lender may not exercise such rights more often than once during any calendar year; provided that, if a Casualty Event has occurred and is continuing, Lender may only exercise such additional inspection rights with respect to the specific Collateral affected by such Casualty Event. Notwithstanding anything to the contrary herein, neither the Borrower nor any Guarantor will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to Lender (or its respective agents or designees) is prohibited by Applicable Law or any binding agreement with unaffiliated third parties; or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

(3) Preservation of Equipment. Borrower shall: (a) cause such Equipment to be maintained and preserved in good repair and working condition (Reasonable Wear and Tear excepted); (b) maintain all material records relating to Borrower's compliance with the foregoing; and (c) keep such Equipment free from all Liens (other than Permitted Liens). Provided that no Default or Event of Default has occurred and is continuing, Borrower may, at its sole cost and expense, make Permitted Improvements. Borrower shall, upon written request from Lender, provide Lender with a detailed list of any and all Permitted Improvements made by Borrower together with such other information related thereto as may reasonably be requested by Lender. Borrower shall not allow the Equipment to be attached or incorporated to or in any other property not consisting of Equipment hereunder in such a manner that the Equipment may be deemed to

have become an Accession to or a part of such other property in which someone has a Lien (other than Permitted Liens).

(E) Maintenance of Records and Books of Account. Borrower shall keep, in all material respects, accurate records and books of account, in accordance with GAAP consistently applied, reflecting all its financial transactions.

(F) Discharge of Indebtedness. Borrower shall promptly pay and discharge when due (subject to Borrower Contest Rights) all Indebtedness and lawful claims that, individually or in the aggregate, exceed the Threshold Amount.

(G) Damage or Destruction.

(1) No loss of, or damage to, any Equipment from any cause whatsoever, including any loss, theft, destruction, irreparable damage, unauthorized sale or trade-in; any confiscation, requisition, taking, exercise of rights of eminent domain, public improvement, inverse condemnation, condemnation or similar action of or proceeding by any governmental authority or any other event, in each case, which renders any Equipment unusable in whole or in any substantial part (each, a "Casualty Event") shall relieve Borrower from its Obligations except as expressly provided in this Section 4.1(G). Borrower shall promptly (and in any event within ten (10) days) provide Lender with written notice of any Casualty Event to any Equipment (any Equipment subject to a Casualty Event being hereinafter referred to as the "Casualty Equipment") for which the repairs or replacement costs are likely to exceed Five Hundred Thousand Dollars ($500,000). Each such notice must be provided together with all damage reports provided to any governmental authority, insurer, or supplier, and all documents pertaining to the repair of such Casualty Equipment, including copies of work orders, and all invoices for related charges. Lender shall be under no duty to Borrower to pursue any claim against any Person in connection with a Total Loss or other Casualty Event.

(2) Unless the Casualty Event results in a Total Loss, Borrower shall promptly (but in any event within ninety (90) days), place the applicable Casualty Equipment in the condition and repair required by this Master Agreement and the other Transaction Documents; *provided*, that such ninety (90) day period shall be extended to the extent the Borrower is diligently pursuing the above in good faith. In the event of a Total Loss with respect to any Item of Equipment, Borrower shall pay to Lender, as a mandatory prepayment of the Loan made with respect to such Item of Equipment, an amount calculated by Lender to be equal to the then outstanding principal balance without premium or penalty plus all accrued interest and other amounts due under the applicable Note for the applicable Item of Equipment, including any amounts then due under Section 7.6. Such payment shall be due and payable within thirty (30) days of the Casualty Event, unless Borrower continues to make monthly payments under the applicable Loan in which event the mandatory prepayment will be required within ninety (90) days of the Casualty Event. Lender shall not release any Lien on the applicable Item of Equipment until receipt of the mandatory prepayment in immediately available funds.

(3) If Lender receives a payment under an insurance policy maintained by Borrower or its Affiliates in connection with any Total Loss or other Casualty Event, and such payment is both unconditional and indefeasible, then provided Borrower shall have complied with the applicable provisions of this Section 4.1(G), Lender shall either (a) if received pursuant to a Total Loss, remit such proceeds (net of any Taxes owed by Borrower or any Guarantor with respect thereto) to Borrower up to an amount equal to the amount of the mandatory prepayment made by Borrower to Lender under Section 4.1(G)(2) above with respect to the related Casualty Event, or credit such proceeds against any amounts owed by Borrower

pursuant to said section; or (b) if received with respect to a Casualty Event that is not a Total Loss, Lender shall cooperate with Borrower in good faith to pay such monies (net of any Taxes owed by Borrower or any Guarantor with respect thereto) to the applicable vendor or repair personnel, as reimbursement to Borrower, or otherwise once Lender reasonably determines the applicable property has been adequately repaired or replaced, or that an acceptable process has been commenced to restore or repair such property. Any insurance proceeds remaining after application in accordance with the foregoing provisions shall be remitted to Borrower.

(H) Financial Condition; Accuracy of Information. Borrower and each Guarantor represents, warrants, covenants and agrees that: (a) all financial statements, taken as a whole, furnished to Lender by or on behalf of Borrower or any Guarantor (or publicly filed Forms 10-Q and 10-K, as applicable) do and shall fairly present in all material respects the financial condition of such Person or Persons, taken as a whole, on the dates thereof and the results of its operations for the periods then ended, and shall have been prepared in accordance with GAAP; (b) there shall be no liabilities of any Persons reflected therein, fixed or contingent, which are material, when taken as a whole, and are not reflected in the financial statements or the notes thereto, other than liabilities arising since the date of the last financial statement; (c) the financial statements do not and shall not, when taken as a whole, contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained herein or therein not misleading (after giving effect to any supplements and updates thereto) in light of the circumstances under which such information or data was furnished; and (d) all information supplied to Lender by or on behalf of Borrower or any Guarantor pursuant to the terms of this Master Agreement or any other Transaction Documents shall be true and correct in all material respects; it being understood and agreed that for purposes of this Section 4.1(H), if such financial information includes projections (including financial estimates, forecasts and other forward-looking information), pro forma financial information or information of a general economic or general industry nature, such projections contained in the information and data referred to in this Section 4.1(H) were prepared in good faith based upon assumptions believed by Borrower and Guarantors to be reasonable at the time made and at the time delivered; it being recognized by Lender that such projections are as to future events and are not to be viewed as facts, the projections are subject to significant uncertainties and contingencies, many of which are beyond the control of Borrower and Guarantors, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material. As used in this Section, information includes original written copies, printed copies, or copies provided electronically by analog, digital, electronic, telephone, magnetic, mechanical, optical, chemical, electromagnetic, electromechanical, electrochemical, or other similar means, whether or not sent by mail, courier, delivery service, telephone, facsimile, telegraph, Internet, or any other means.

(I) Indemnification. Borrower hereby agrees to defend, indemnify and hold Lender and Lender's employees, agents, directors, partners, shareholders, officers, members, and any permitted assignee or secured party (collectively with Lender, but in all events excluding Supplier and Packager, the "Indemnified Parties") harmless from and against: (1) all claims, demands, suits, and legal proceedings (whether civil, criminal, administrative, investigative, or otherwise), including arbitration, mediation, bankruptcy, and appeal and including any claims, demands, suits, and legal proceedings (a) related to any Default by Borrower of this Master Agreement or any other Transaction Document; (b) arising out of the manufacture, purchase, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return, or other disposition of the Equipment; (c)(i) by any governmental authority or any third party under any Environmental Law, (ii) under any common law tort claim theory applicable to Hazardous Materials or (iii) related to any Hazardous Materials remediation otherwise required to be performed or conducted under any applicable Environmental Law, in each case as it relates to any Equipment, the use of any Equipment, the land upon which any Equipment is located, or any transaction contemplated by any Transaction Documents; or (d) for any patent, trademark or copyright infringement related in any way to any Equipment, the use of any Equipment, or any transaction contemplated by any Transaction Documents (hereinafter, subsections (1)(a) through (1)(d) collectively referenced as "Actions"); and (2) any and all penalties, losses, liabilities (including the liability of Borrower or Lender for either party's negligence, tort, and strict liability), damages, costs, court costs, and any and all other expenses (including Attorneys' Fees, judgments, and amounts paid in settlement), related to, arising out of or connected with any Actions; provided that, none of the foregoing indemnities shall apply to any Actions: (i) arising out of the gross negligence or willful misconduct of any Indemnified Party (or any of its affiliates or any of the officers, directors, employees, agents, controlling persons, advisors or other representatives, successors or assigns of any such Indemnified Party) as determined by a court of competent jurisdiction in a final and non-appealable decision so long as the applicable Actions are not asserted on the basis of (A) theories that the Indemnified Party is vicariously liable for the actions of Borrower or any other third party using the Equipment by or through Borrower, including theories of agency, apparent agency or employment; (B) theories that the Indemnified Party negligently entrusted the Equipment to Borrower or any other third party using the Equipment by or through Borrower; or (C) the failure of any Indemnified Party to compel Borrower to comply with the provisions of the Transaction Documents; (ii) the affirmative actions of an Indemnified Party occurring while an Indemnified Party is in possession of the Equipment or on Borrower's or its customer's premises; (iii) a claim by Borrower or Guarantor of a material breach of the obligations of Lender under any Transaction Document as determined by a court of competent jurisdiction in a final and non-appealable decision or (iv) any Action that is brought solely by one or more Indemnified Parties against any other Indemnified Parties so long as the Actions described in this subsection (iv) do not arise from any act or omission by the Borrower or any Guarantor. Borrower shall, at Lender's option, appear and defend any such Action and pay the cost of the defense of any such Action brought against Lender, either alone or in conjunction with others, upon any such liability or claim. Borrower shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against Lender in any such Action. The foregoing indemnities are continuing indemnities and shall survive expiration, termination, or cancellation.

(J) Support Documents. Borrower will use prudent business judgment concerning the enforcement of any right, privilege or claim Borrower may have or acquire against Supplier or Packager under the Support Documents and, if in the exercise of such judgment Borrower determines to enforce such rights or remedies, it will enforce the same diligently and in good faith. Borrower shall keep Lender fully informed of all material circumstances bearing upon its rights and remedies under the Support Documents. Borrower shall promptly advise Lender in writing of any material default by Supplier or Packager in the observance or performance of Supplier's or Packager's applicable obligations under the Support Documents. Prior to execution of any additional material Support Document; any material amendment, modification or waiver with respect to the Purchase Agreement; or any material amendment, modification or waiver with respect to any other Support Document, Borrower shall provide copies of such proposed agreement or amendment, modification, waiver or other related documentation to Lender for review together with such other information regarding such agreement as Lender may reasonably request. Without limiting the generality of the foregoing, Borrower expressly acknowledges and agrees that any amendments, modifications or waivers with respect to the Milestones triggering payment obligations owed to Supplier under the Purchase Agreement for which an Advance has been made by Lender or is being requested by Borrower, the amount or timing of such Milestone payments, or the total Purchase Price for any Item of Equipment (whether a ***** Unit or ***** Unit), are in each case material and require the consent of Lender pursuant to Section 4.2(J) below.

4.2. Negative Covenants. So long as this Master Agreement or any other Transaction Document remains in effect, Lender has any commitment to lend funds hereunder or under any of the other Transaction Documents, or Borrower has any unfulfilled or undischarged Obligations, Borrower (and each Guarantor with respect to covenants and continuing agreements set forth below applicable to such Guarantor) agrees that, without the prior written consent of Lender:

(A) Lease, Assignment and Liens. BORROWER SHALL NOT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD, CONDITIONED OR

DELAYED), (1) SELL, ASSIGN, DELEGATE, PLEDGE, HYPOTHECATE, ENCUMBER, DISPOSE OF, OR OTHERWISE TRANSFER THE EQUIPMENT OR ANY INTERESTS THEREIN (OTHER THAN PERMITTED LIENS), (2) RENT, LEASE OR LEND ANY EQUIPMENT TO ANYONE OR (3) PERMIT ANY EQUIPMENT TO BE OPERATED BY ANYONE OTHER THAN BORROWER OR ITS EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS OR OTHER PERSONS UNDER THE SUPERVISION OR CONTROL OF BORROWER. Notwithstanding the foregoing, Borrower may sell any Item of Equipment to a third party provided that Borrower prepays the applicable Loan in full in accordance with the terms of Section 1.10 hereof, including any Prepayment Premium that may be due, and Lender receives such full prepayment in immediately available funds within three (3) Business Days of Borrower's receipt of such sale proceeds. Lender shall not release any Lien on the applicable Item of Equipment until receipt of the mandatory prepayment in immediately available funds; provided that, upon such receipt of such mandatory prepayment, such Item of Equipment shall be deemed to be Equipment Paid in Full and automatically be released and cease to be Collateral and, upon at least three (3) Business Days' prior written request by Borrower, Lender shall execute such documents as may be necessary to evidence the release of Lender's Liens upon such Collateral.

(B) Mergers; Consolidations; Acquisitions. Borrower shall not: (1) consolidate with or merge into any Person, or permit any other Person to merge into it, unless, in each case, the resulting Person is Borrower or (2) allow any other Person to acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all of its assets.

(C) Restrictions on Nature of Business. Borrower shall not engage in any line of business materially different from the same general type of business presently engaged in by Borrower (and businesses incidental to, reasonably related or ancillary thereto).

(D) Liens and Encumbrances. Borrower shall not (1) create, incur, or suffer to exist any Lien upon any of the Collateral, except for Permitted Liens; or (2) affix any Equipment to any property in such a manner as to cause such Equipment to be deemed an Accession to or a part of such other property not owned by Borrower free and clear of all Liens (other than Permitted Liens) under Applicable Law.

(E) Financing Statements. Borrower shall not terminate any Uniform Commercial Code financing statement filed by Lender with respect to the Collateral, or execute any amendment, new financing statement or other filing inconsistent with Lender's rights hereunder (except a termination statement filed by Borrower pursuant to Section 9-509(d)(2) of the UCC with respect to Equipment Paid in Full and Lender's failure to terminate such a filing pursuant to the requirements of Section 9-513 of the UCC);

(F) Delivery Conditions with respect to ***** Units. Borrower will not accept delivery of any ***** Unit until the earlier of (1) the Conversion Date for such ***** Unit, or (2) voluntary prepayment of all Obligations of Borrower under the related Interim Note and Interim Loan Schedule pursuant to Section 1.10 or 2.4(C) hereof.

(G) Equipment Monitoring Software. In the event any Equipment is equipped with an equipment monitoring system such as Cat® Product Link or a similar monitoring system, Borrower agrees not to remove, disable or impair the Equipment monitoring system. Borrower agrees to permit Caterpillar and/or its subsidiaries or Affiliates, including Lender, and/or Caterpillar dealers to access data concerning the Equipment, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of the Transaction Documents, (2) to recover the Equipment if necessary, and/or (3) to improve Caterpillar's products and services. Borrower agrees that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

(H) Location; Certificates of Title. Borrower represents, warrants, covenants and agrees that (1) each Item of Equipment shall be initially garaged in the jurisdiction specified in the applicable Loan Schedule (as such jurisdiction may be changed from time-to-time, subject to this Section 4.2(H)); (2) Borrower shall not cause any Item of Equipment to be issued a certificate of title or similar document under any State's Certificate of Title Laws without providing prior written notice to Lender and taking such actions as Lender reasonably requires, at Borrower's sole cost and expense, to record Lender's Lien on such Item of Equipment pursuant to the applicable State's Certificate of Title Laws; (3) Borrower does not permit any Item of Equipment to be located outside of the Continental United States, without Lender's prior written consent; and (4) upon Lender's written request, Borrower will promptly provide Lender with the location of each Item of Equipment.

(I) Media and Press Releases. With respect to the transactions contemplated by the Transaction Documents, Borrower shall not, nor allow any Affiliate to, issue any press release or other public announcement in any form that references Lender, its parent company, Caterpillar Inc., or any of their Affiliates, without the prior written consent of Lender. Any request for Lender's consent shall be in writing, together with a draft of the proposed announcement or press release, which shall include a list of the forums if social media sites are to be utilized, and Lender must have received such draft not less than thirty (30) days prior to the anticipated date of its release (or such shorter time, as consented to by Lender in writing). Lender's consent shall not be unreasonably withheld, conditioned or delayed, but any such consent may be contingent upon Borrower's and/or such other Affiliate's acceptance of Lender's reasonably required changes to any such proposal. Notwithstanding anything to the contrary in this Section 4.2(I), nothing herein shall be construed to restrict the dissemination of such information (1) as may be requested or compelled in a judicial or administrative proceeding or as otherwise required by Applicable Law or requested or required by a governmental authority or administrative agency, or (2) as may be required by the rules, regulations, schedules and forms of the Securities and Exchange Commission in connection with any filings with the Securities and Exchange Commission; and provided further, that Borrower shall provide notice to Lender as promptly as possible upon occurrence of an event set forth in clauses (1) and (2) of this section.

(J) Termination or Changes to Support Documents. Borrower shall not, without the prior written consent of Lender (such consent not to be unreasonably withheld, conditioned, or delayed), direct, consent to or agree to any material amendment, modification, supplement, waiver, consent in respect of, suspension of work under, termination, renewal or extension of, or assignment, delegation or transfer of any material right, obligation or benefit under, any Support Document to the extent related to any Item of Equipment for which an Advance has been made by Lender or is being requested by Borrower under any Note or other Transaction Document (other than with respect to Equipment Paid in Full). Without limiting the generality of the foregoing, Borrower expressly acknowledges and agrees that any amendments, modifications or waivers with respect to the Milestones triggering payment obligations owed to Supplier under the Purchase Agreement for which an Advance has been made by Lender or is being requested by Borrower, the amount or timing of such Milestone payments, or the total Purchase Price for any Item of Equipment (whether a ***** Unit or ***** Unit), are in each case material and require the consent of Lender pursuant to this Section 4.2(J). Without limiting the foregoing, Borrower further covenants and agrees that all requests for changes in any Support Document that require Lender consent must be in writing, signed by Borrower, and delivered to Lender for its approval.

4.3. Sanctions and Anti-Bribery Laws. Borrower and each Guarantor represents, warrants, covenants and agrees as follows:

(A) None of (1) Borrower, any Guarantor, or any of either such Person's respective directors, officers or employees, subsidiaries, or any beneficial owner of the Borrower or any person holding a controlling interest in the Borrower (each, a "Relevant Person"), or (2) to Borrower's or any Guarantor's knowledge, having made reasonable enquiries, any of its agents that will act in any capacity in connection with or benefit from any Transaction Documents (including any addendum thereto) and the borrowing thereunder, is currently or at any time a Sanctioned Person. As used herein, a "Sanctioned Person" means, at any time, (a) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, any EU member state, or the government of the United Kingdom, including the HM Treasury of the United Kingdom; or (b) any person owned or controlled by any such person.

(B) No Equipment or other Collateral or proceeds received under the terms of any Loan will be used by the Borrower or any Guarantor, or any other Relevant Person, or to Borrower's or any Guarantor's knowledge, having made reasonable enquiries, by any of the foregoing Person's agents, sublessees, or other users of the Equipment, (a) in violation of, or which shall cause the Lender or its affiliates to be in violation of any applicable laws, rules, or regulations relating to (1) bribery or corruption, (2) anti-money laundering, (3) terrorism, (4) economic or financial sanctions, or (5) trade embargoes or other Anti-Corruption Laws, or (b) in any jurisdiction not served by Lender by virtue of applicable corporate policies. As used herein, "Anti-Corruption Laws" means, all applicable laws, rules and regulations of any jurisdiction concerning or relating to bribery, money laundering or corruption applicable to Lender, Borrower or any Guarantor, including but not limited to, United States sanctions, the USA Patriot Act (P.L. 107-56, as amended) and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

SECTION 5. EVENTS OF DEFAULT; RIGHTS AND REMEDIES ON DEFAULT

5.1. Events of Default. An "Event of Default" shall exist if any of the following shall occur and is continuing:

(A) Borrower fails to pay (1) any portion of the principal or interest under the Note(s) when due; or (2) any other amount or Obligations under any other Transaction Document, in each case, within five (5) Business Days of the date due;

(B) any representation, warranty or other statement by Borrower in any Transaction Document shall prove false or misleading in any material respect;

(C) Borrower breaches any covenant, representation or warranty set forth in Sections 4.1(D)(1), 4.2(A), 4.2(B), 4.2(D), or 4.2(E) or Borrower fails to give any notice required hereunder or under any other Transaction Document to which Borrower is a party within five (5) Business Days after the date that Borrower has Knowledge of the event, condition or occurrence that requires it to provide such notice to Lender.

(D) Borrower defaults in the performance of, or commits any breach of, any covenant or agreement of Borrower herein or in any other Transaction Document to which it is a party (other than a default which is dealt with specifically elsewhere in this Section 5.1 or in such other Transaction Document) and any such default shall continue for thirty (30) days unremedied after written notice of such default by Lender;

(E) Borrower or any Guarantor defaults under any other material agreement, instrument, document or writing with Lender or Lender's Affiliates (after giving effect to any notice and cure periods thereunder);

(F) Borrower or any Guarantor defaults (after giving effect to any notice and cure periods thereunder) under any agreement for money borrowed or any other agreement evidencing Indebtedness, in each case with an outstanding principal balance in excess of the Threshold Amount, if, as a result thereof, the counterparty thereto has the right to accelerate such Person's obligations or demands payment thereunder prior to stated maturity or regularly scheduled dates of payment; provided that this clause (F) shall not apply to (w) termination events or equivalent events not constituting events of default pursuant to the terms of any hedge agreement, (x) Indebtedness that becomes due or as to which an offer to prepay is required to be made as a result of the voluntary disposition of the property or assets securing such Indebtedness, if such disposition is permitted under the documents providing for such Indebtedness, (y) any Indebtedness that is required to be repurchased, prepaid, defeased, redeemed or satisfied (or as to which an offer to repurchase, prepay, defease, redeem or satisfy is required to be made) in connection with any asset sale event, casualty or condemnation event, change of control, excess cash flow or other customary provision in such Indebtedness giving rise to such requirement to offer, prepay, redeem, defease or satisfy in the absence of any default thereunder; and (z) (i) the occurrence of any customary event or condition that vests the right of any holder of convertible Indebtedness to submit any convertible Indebtedness for conversion, exchange or exercise in accordance with its terms so long as such event or condition does not result from a breach by the issuer thereof of the terms of such convertible Indebtedness or (ii) any actual conversion, exchange or exercise of any convertible Indebtedness in accordance with its terms;

(G) Borrower or any Guarantor consents to the appointment of or a court appoints a custodian, receiver, liquidator, or trustee of Borrower, or of any material portion of its Property; or an order for relief in respect of Borrower or any Guarantor shall be entered under any bankruptcy laws; or any material portion of its Property shall be sequestered by court order (and such appointment, order or sequestration shall not be vacated, discharged, stayed or bonded pending appeal within sixty (60) days after the entry thereof);

(H) if (1) Borrower or any Guarantor becomes insolvent or files a petition for voluntary bankruptcy; (2) or such a petition is filed against Borrower or any Guarantor which, in the case of this subsection (2), is not dismissed within sixty (60) days after the filing thereof); or (3) Borrower or any Guarantor seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction;

(I) Borrower or any Guarantor makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due;

(J) there is a cessation of a substantial part of the business of Borrower or any Guarantor for a period which could reasonably be expected to have a Material Adverse Effect; or Borrower or any Guarantor suffers the loss or revocation of any license or permit now held or hereafter acquired by Borrower or any Guarantor which is necessary to the continued lawful operation of its business and such loss or revocation could reasonably be expected to have a Material Adverse Effect; or Borrower or any Guarantor shall be enjoined, restrained or in any way prevented by court, governmental or administrative order from conducting all or any material part of its business which could reasonably be expected to have a Material Adverse Effect; or any lease or agreement pursuant to which Borrower or any Guarantor leases, uses or occupies any Property shall be canceled or terminated prior to the expiration of its stated term and such termination shall have a Material Adverse Effect; or any material part of its Property shall be taken through condemnation or the value of such Property shall be impaired through condemnation which could reasonably be expected to have a Material Adverse Effect;

(K) Borrower or any Guarantor challenges or contests in any action, suit or proceeding the validity, legality or enforceability of any Transaction Document, the Obligations or the perfection or priority of any Lien granted for the benefit of Lender;

(L) Borrower attempts to revoke acceptance of any Equipment after Lender has made the Advance with respect thereto, unless the applicable Equipment is deemed to be Equipment Paid in Full prior to or contemporaneously with such revocation;

(M) PHC fails to maintain, directly or indirectly, at least 50% of the equity interests in Borrower (unless Lender has given its prior written consent); or

(N) a Change of Control occurs which causes a breach of Section 4.3 hereof.

5.2. Rights and Remedies Upon Event of Default. Lender shall have any and all remedies existing at law or in equity, and shall have the right, at its sole option, at any time upon the occurrence and continuance of an Event of Default, to exercise any or all of such remedies concurrently, successively, or separately, without notice to Borrower (unless specifically stated herein). Without limiting the foregoing or any other remedies hereunder or in any other Transaction Document, upon the occurrence and during the continuance of an Event of Default, Lender may, at its election, and without notice and without demand, requirements of which Borrower expressly waives, do any one or more of the following, all of which are authorized by Borrower:

(A) declare all Obligations (including Obligations under each Note) immediately due and payable;

(B) proceed by court action to enforce performance by Borrower of the covenants and terms of this Master Agreement or any other Transaction Document;

(C) immediately and without legal proceedings or notice to Borrower or liability for Lender, enter the premises, take possession of, disable, or remove and retain the Equipment or any or all other Collateral (any such taking shall not terminate this Master Agreement and full and complete license to do so being hereby expressly granted by Borrower to Lender) and realize upon any of the Collateral, including, to the extent permitted by law: (1) exercising all rights of Borrower under the Support Documents, including (a) asserting, either directly or on behalf of Borrower, any right, privilege or claim Borrower may, from time to time, have against Supplier or Packager thereunder, as Lender may deem proper in its commercially reasonable discretion; (b) receiving and collecting any and all damages, awards and other monies resulting therefrom and to apply the same on account of any of the Obligations; and/or (c) causing Supplier to complete all obligations thereunder and delivering the applicable Items of Equipment for which an Interim Advance has already been made (it being agreed that subsequent payments to Supplier of amounts due under the Purchase Agreement be deemed Interim Advances under the applicable Interim Note bearing interest at the Interim Note Interest Rate or the Default Rate applied thereto if elected by Lender); (2) leasing, selling or disposing of the Collateral at either a public or private sale for credit or cash at such price as Lender may select (at which sale Lender may be the purchaser) and with or without the Collateral being present; (3) applying the proceeds of any sale or other disposition of the Collateral first to the payment of all expenses of Lender in repossessing, keeping, removing, and disposing of the Collateral, including a reasonable commission for selling, the expenses of liquidating any items, the costs of satisfying any claims upon the Collateral and all expenses for necessary or desirable repairs, all court costs and Attorneys' Fees if any are incurred (or allowed by statute and at the highest rate allowable); then, to the reimbursement of Lender for the amount of any Obligations of Borrower paid or discharged by Lender pursuant to the provisions of this Master Agreement, and of any expenses of Lender payable by Borrower hereunder; then to the satisfaction of the Obligations in such order as Lender shall elect; any surplus to be paid to Borrower or otherwise as required by law and if the proceeds from the disposition of the Collateral shall fail to satisfy all amounts due to Lender hereunder Borrower shall be liable for any deficiency; and (4) at its option and in lieu of sale or other disposition, retaining the Collateral in full or partial satisfaction of all obligations hereunder, upon giving any notice required by law. In addition, Borrower expressly gives to Lender and each of its respective agents or individuals appointed by Lender, permission and full authorization to enter into its premises or to any other place where the Equipment and the Collateral is located as to execute or perform all of the actions and steps necessary to take possession of, disable or remove the Equipment and/or any or all other Collateral upon the occurrence and during the continuance of an Event of Default by Borrower;

(D) with or without taking possession of the Collateral, take legal proceedings for: (1) the specific performance of any covenant or agreement contained herein or in any other Transaction Document, or the execution of any right or power granted herein or therein; (2) foreclosure under this Master Agreement or under any other Transaction Document; (3) the sale, under the judgment or decree of any court of competent jurisdiction, of all or any part of the Collateral; (4) the appointment of a receiver or receivers of all or any part of the Collateral pending any foreclosure hereunder or the sale or other disposition of all or any part of the Collateral, by any court of competent jurisdiction or under executory or other legal process; (5) the recovery of the unpaid balance of Borrower's Indebtedness under this Master Agreement, or any other Transaction Document, or of any other Obligations of the Borrower; and (6) the enforcement of any other appropriate remedy under this Master Agreement or any other Transaction Document;

(E) require Borrower to assemble all records and all documents which comprise any Collateral or evidence ownership or disposition of any Collateral, or any part thereof, and to make them available to Lender at any place designated by Lender and convenient to Lender;

(F) as Borrower's attorney-in-fact, request any information concerning the Collateral and further endorse or sign withdrawal documents, checks, or other instruments in Borrower's name necessary or desirable to withdraw, cash in, remove or transfer all or any part of the Collateral (whether or not any early withdrawal or similar penalty will be payable thereupon) into Lender's name or the name of its nominee or payable to the order of Lender or its nominee and to cause new documents or instruments evidencing all or any part of the Collateral to be issued in the name of Lender or its nominee;

(G) freeze, hold or set off all or any part of the Collateral maintained by Borrower and in the case of set off, apply all or any part of the Collateral in repayment of the Obligations; and

(H) exercise any and all other rights and remedies of a secured party under the applicable UCC or other codes or Applicable Law governing the perfection, priority or enforcement of security interests where the Collateral is located.

5.3. Process Prior to Disposition. Prior to any disposition of the Collateral, Lender may, but shall not be required to assemble, process, repair or recondition, maintain, store, refurbish, have appraised, or otherwise prepare the Collateral for disposition, and all costs incurred by Lender in connection with the foregoing shall constitute Obligations owed by Borrower to Lender hereunder. The requirement of reasonable notification of time and place of any public or private sale or any intended disposition shall be met if notice thereof is mailed, postage prepaid, to Borrower and any other Person entitled thereto at least ten (10) days prior to such sale or other disposition of the Collateral. Lender shall have the right to enforce any one or more of the remedies hereunder, either successively or concurrently, and such action shall not operate to bar or estop Lender from pursuing other remedies that Lender may have hereunder or otherwise, and any repossession or retaking of all or any part of the Collateral, whether temporary or otherwise, and any sale thereof, pursuant to the terms hereof, shall not operate to release or discharge Borrower until full payment in cash shall have been made as herein agreed.

5.4. Remedies Cumulative; No Waiver. All remedies, agreements and undertakings of Borrower in any Transaction Document shall be deemed cumulative to and not in derogation or substitution of any other agreement or undertaking of Borrower in any Transaction Document. The failure or delay of Lender to exercise or enforce any rights, Liens, powers, or remedies hereunder (all of which are cumulative and nonexclusive) or under any other Transaction Document shall not operate as a waiver thereof but all such rights, Liens, powers, and remedies shall continue until all Obligations owing or to become owing from Borrower to Lender have been paid in full.

SECTION 6. SUCCESSORS AND ASSIGNS.

6.1. Lender Assignment. Lender may at any time, with prior written notice to, but without the consent of, Borrower or any Guarantor, sell, transfer, assign, grant a participation in, and/or grant a security interest in all or any part of Lender's interest in the Loan, any payments due with respect thereto, this Master Agreement and any Transaction Documents (each, a "Lender Transfer"); provided, that Lender not consummate a Lender Transfer to (A) any natural person or any company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof, or (B) any person who is a competitor of the Borrower or any Guarantor or any affiliate of the foregoing, in each case, without prior written approval of Borrower (it being acknowledged and agreed that a financial institution or other finance company or business entity whose primary business is to provide financing or other financial accommodations is not a competitor of Borrower); provided that, notwithstanding anything to the contrary in Section 1.10, if such Lender Transfer would be materially detrimental to Borrower (in the reasonable judgment of Borrower), Borrower may prepay in full within thirty (30) days of such Lender Transfer the applicable Note or Notes, without paying any Prepayment Premium (or any other penalty or premium). Any purchaser, transferee, assignee or secured party of Lender subject to a Lender Transfer permitted hereunder (each a "Lender Assignee") shall have and may exercise all of Lender's rights hereunder with respect to the Loan, any payments due with respect thereto, this Master Agreement and any Transaction Documents, the Lien of Lender on the Collateral, and/or the other property or rights to which any such Lender Transfer relates. In such event, Lender Assignee shall have all of the rights, but none of the obligations (unless expressly and to the extent assumed by such Lender Assignee in writing) with respect to the property or rights subject to the Lender Transfer. Lender shall be relieved of any obligations of Lender that have been assumed by Lender Assignee. Borrower acknowledges that Lender Transfers do not materially change Borrower’s Obligations under the Loan or Transaction Documents nor materially increase the burdens or risks imposed on Borrower. Each Loan Schedule, as it incorporates this Master Agreement, and the related Note shall collectively constitute "Chattel Paper" as defined by the UCC; the original counterpart of a Loan Schedule and the related Note designated by Lender in writing as the sole original shall constitute the sole original counterpart; and no security interest can be perfected by possession of any other duplicate original or counterpart, whether or not signed by the parties. Borrower acknowledges that Lender’s right to enter into a Lender Transfer is essential to Lender and, accordingly, waives any restrictions under Applicable Laws with respect to any Lender Transfer and any related remedies. Borrower shall not assert against any Lender Assignee any claim that Borrower may have against Lender; provided, however, that Borrower may assert any such claim in a separate action against Lender. Upon written notice of a Lender Transfer, Borrower shall: (i) promptly execute and deliver to Lender or to such Lender Assignee an acknowledgment of such Lender Transfer in form and substance reasonably satisfactory to the requesting party, an insurance certificate adding the Lender Assignee as loss payee and/or an additional insured, and such other documents and assurances, including estoppel certificates, as are reasonably requested by Lender or such Lender Assignee; and (ii) comply with all other reasonable requirements of any such Lender Assignee in connection with any such Lender Transfer. Lender shall promptly deliver to Borrower the information necessary for Borrower to maintain the Register regarding any Lender Transfer and any Lender Assignee. Following such Lender Transfer, the term “Lender” shall be deemed to include or refer to each Lender Assignee, as appropriate under the circumstances. Without limiting the foregoing, if a Lender Transfer is made to a partnership or trust, the term "Lender" as used herein shall mean and include the partnership or trust and shall also include, where applicable, each partner in or beneficiary of the partnership or trust. Borrower will provide reasonable assistance to Lender to complete any transaction contemplated by this Section 6.1.

6.2. Register. Borrower shall maintain a copy of each assignment delivered to it and a register for the recordation of the names and addresses of each Lender and principal amounts (and stated interest) of the Loans owing to each Lender pursuant to the terms hereof from time to time (the "Register"). The Register shall be available for inspection by Lender at any reasonable time and from time to time upon reasonable prior notice.

6.3 Borrower Assignment. No assignment of this Master Agreement, any other Transaction Document, or any right or Obligation hereunder or thereunder (including by operation of law), may be made by Borrower or any assignee of Borrower without the prior written consent of Lender.

SECTION 7. GENERAL

7.1. Certain Matters of Construction. Any use of the term "Equipment" herein shall be deemed to refer equally to all Equipment and components thereof and each Equipment and component thereof, it being the understanding of the parties that any reference to "Equipment" shall not be deemed to prejudice any rights or remedies of Lender, or Obligations of Borrower, hereunder with respect to any Equipment or component thereof. Defined terms used herein that include the word "Equipment" shall have the meanings ascribed herein irrespective of whether the goods or other property referenced or otherwise included in such defined terms constitutes "Equipment" as such term is defined pursuant to Article 9 of the Uniform Commercial Code or some other type of collateral category thereunder. It is the intention of the parties hereto that the Equipment shall consist solely of personal property and that it shall not constitute Fixtures. The parties acknowledge and agree that the Equipment are and shall remain removable from, and not essential to, the premises where the Equipment are located. All references to Sections herein, unless otherwise stated, shall refer to Sections of this Master Agreement. Lender may, but shall not be obligated in any way to, maintain one or more accounts or records on the books or systems of Lender in which will be recorded the Loans, interest applicable thereto, any and all other payment Obligations of Borrower under this Master Agreement and other Transaction Documents, and other appropriate debits and credits as provided herein. The accounts or records maintained by Lender shall be conclusive evidence, absent manifest error, of the amount of Advances, interest and related information. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrower hereunder to pay any amount owing with respect to the Obligations. The terms "herein" or "hereunder" or like terms shall be deemed to refer to this Master Agreement as a whole and not to a particular section. Whenever terms such as "include" or "including" is used in this Master Agreement or in any Transaction Document, they mean "include" or "including," as the case may be, without limiting the generality of any description or word preceding such term. Unless otherwise expressly set forth to the contrary, whenever the expression "satisfactory to Lender," "in Lender's judgment" or similar words are used or Lender is granted the contractual or right to choose between alternatives or to express its opinion, the satisfaction, judgment, choices and opinions are to be made in the sole discretion of Lender. Except as otherwise expressly provided herein, any reference in or to this Master Agreement (including any Appendix, Schedule, or Exhibit hereto), any other Transaction Document, or any other agreement, instrument, or other document shall be construed to refer to the referenced agreement, instrument, or document as assigned, amended, restated, supplemented, or otherwise modified from time to time, in each case in accordance with the express terms of this Master Agreement and any other relevant Transaction Document unless such reference is expressly limited to refer to such agreement, instrument, or other document "as in effect on" a specified date. The captions or headings in each Transaction Document are made for convenience and general reference only and shall not be construed to describe, define, or limit the scope or intent of the provisions of such Transaction Document. Absent manifest error, the records of Lender shall be conclusive evidence with respect to the matters governed by the Transaction Documents. As used herein, all masculine pronouns shall include the feminine or neuter, and all singular terms the plural form thereof, and vice versa. The exhibits annexed hereto are incorporated herein by this reference and made a part hereof as if contained in the body of this Master Agreement. Both Lender and Borrower acknowledge that this Master Agreement and the other Transaction Documents have been fully negotiated between the parties and agree that it shall be construed without regard to any presumptions against the party causing the same to be prepared.

7.2. Execution in Counterparts; Effectiveness. This Master Agreement and the other Transaction Documents may be executed separately by Borrower, Lender and the other parties thereto in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute but one and the same instrument. This Master Agreement and each other Transaction Document shall become effective when this Master Agreement or such other Transaction Document, as applicable, has been executed by Lender (if applicable) and when Lender has received counterparts thereof that, when taken together, bear the signatures of each of the other parties hereto or thereto, as applicable. The parties intend and agree that, for purposes of enforcing the rights of Lender against Borrower, a carbon copy, photocopy, facsimile or portable document format ("PDF") of this Master Agreement or any other Transaction Document with applicable signatures thereon shall be deemed to be as binding, valid, genuine, and authentic as an original-signature document for all purposes, including all matters of evidence and the "best evidence" rules. At Lender's request, Borrower or any other counterparty to this Master Agreement or any other Transaction Document shall re-execute original forms thereof and deliver them to Lender. No party hereto shall raise the use of a facsimile machine, PDF or email to deliver a signature or the fact that any signature document was transmitted or communicated through the use of facsimile machine or email as a defense, and each such party forever waives any such defense.

7.3 Provisions for Exclusive Benefit of Lender. All conditions to the obligations of Lender to disburse the Loan hereunder, and all approval rights of Lender, are imposed solely and exclusively for the benefit of Lender and its permitted successors and assigns. No other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will refuse to disburse the Loan in the absence of strict compliance with any or all of such terms and conditions. No other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Lender at any time if it deems it advisable to do so. Without limiting the foregoing, it is expressly agreed that the disbursement of the Loan by Lender shall not constitute or be interpreted as an approval or acceptance by Lender of the quality, quantity or acceptability of any Equipment or Collateral, or a representation, warranty or indemnity by Lender to any Person as to the nature of the Equipment, the achievement of any condition to funding or the Equipment's intended use. The exercise by Lender of its rights of inspection, approval, or inquiry granted to Lender herein, including the certificates and other evidence produced to prove the achievement of any condition to funding are acknowledged to be solely for the protection of Lender's interests hereunder, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on Lender to any Person. None of Borrower, the Supplier, the Packager, or any other Person may rely, or have any right to rely upon Lender's determination of the appropriateness of Lender's disbursement of the Loan.

7.4. Amendments. Neither this Master Agreement nor any Transaction Document may be amended or waived except by written instrument signed by the parties hereto or thereto. In the event an amendment to any Transaction Document is, in Lender's reasonable discretion, required due to any request, action, or inaction of Borrower, including to any voluntary or mandatory prepayment of the Obligations, Borrower shall reimburse Lender for all reasonable and documented out-of-pocket costs and expenses associated with such amendment, including Attorneys' Fees. All representations, warranties and agreements made herein by any of the parties hereto shall survive consummation of the transactions contemplated hereby.

7.5. Notices. All notices, requests, consents, approvals, demands or other communications hereunder shall be in writing and shall be addressed to the address of the recipient shown on the first page of this Master

Agreement or such other address as the recipient shall have specified from time to time and shall become effective (A) when received if delivered by personal delivery, overnight mail or courier service, electronic mail or facsimile transmission, or (B) three (3) days after being deposited in the United States mail, postage pre-paid, return receipt requested. Notwithstanding the foregoing, Borrower agrees that messages regarding active transactions it has with Lender may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed / texted or not), or message sent through a social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for Borrower. Borrower agrees to update its business contact information, including any mobile number submitted as a contact, with Lender if it changes during the duration of this transaction. Borrower understands and agrees that collections messaging may occur, even if Borrower has registered certain preferences regarding a mobile number that is also a business contact number.

7.6. Costs, Expenses.

(A) Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses in connection with the preparation, negotiation, execution, delivery, administration, enforcement of, and/or the protection of Lender's rights under, this Master Agreement, any other Transaction Documents and/or any other documents to be delivered hereunder, including (1) title insurance premiums, recording and filing fees, transfer taxes, documentary stamp taxes, appraisal fees, surveyor charges, and Lender's third party fees, and (2) Collection Expenses, Attorneys' Fees and the reasonable and documented out-of-pocket expenses and travel costs incurred by Lender.

(B) Borrower agrees to pay on demand all reasonable and documented out-of-pocket losses, costs and expenses, if any (including Attorneys' Fees and expenses), incurred in connection with the preservation of any rights of Lender under, or the enforcement of, or legal advice in respect of, the rights or responsibilities of Lender under this Master Agreement or any other Transaction Documents, and any other documents delivered hereunder including losses, costs and expenses sustained by Lender as a result of any failure by Borrower to perform or observe its obligations contained herein or any other document related thereto.

7.7. Power of Attorney: Further Assurances. Borrower will, upon demand of Lender, and at Borrower's sole cost and expense, do and perform any other act and will execute, acknowledge, deliver, file, register, communicate, record and deposit (and will re-file, reregister, re-communicate, rerecord or redeposit whenever required) any and all further documents, instruments or records required by law or reasonably requested by Lender including financing statements or other records under the UCC as currently in force or as subsequently revised or reenacted, mortgages and such other recordations (which Lender shall have the right to file, communicate, or record wherever and whenever Lender deems prudent) for the purpose of proper protection, to the reasonable satisfaction of Lender, of Lender's Lien in the Collateral or to carry out the provisions of this Master Agreement or any other Transaction Document. Borrower further authorizes Lender and irrevocably appoints Lender as its attorney-in-fact (coupled with an interest) to enter ministerial information on this Master Agreement or any other Transaction Document, or other writing executed in connection with any of the foregoing; to file financing statements or to execute and deliver or otherwise authenticate and communicate any writing or record and take any other actions that are necessary or that Lender reasonably deems to be desirable to protect Lender's interest in the Collateral or otherwise under this Master Agreement or any other Transaction Document; or, during the continuance of an Event of Default, to exercise remedies with respect to the Support Documents in accordance with the terms of Section 5.2. Borrower further authorizes Lender to transmit and file any such statements, ministerial changes, and other items by electronic means.

7.8. Survival. All warranties, representations, agreements and covenants made by Borrower herein or in any other Transaction Document shall be considered to have been relied upon by Lender and shall survive the making of the Loan regardless of any investigation made by or on behalf of Lender. All statements in any other Transaction Document shall constitute warranties and representations by Borrower hereunder.

7.9. Submission to Jurisdiction and Service of Process. Borrower irrevocably agrees that any legal action or proceeding arising out of or relating to this Master Agreement or any other Transaction Document may be instituted in any Federal or State court sitting in the State of Tennessee, or in the State of Borrower's organization and Borrower, in respect of itself, its Properties, and revenues, irrevocably submits to the jurisdiction of these courts. Borrower waives any right to transfer or change the venue of any litigation brought against Borrower by Lender in accordance with this paragraph (including without limitation the defense of an inconvenient forum). Borrower waives personal service of process and irrevocably consents that service of process upon it may be made by the mailing of copies thereof by certified or registered mail, return receipt requested, at its address set forth in this Master Agreement and service so made shall be deemed completed on the third (3rd) day after such service is deposited in the mail. Nothing herein shall affect the right to serve process in any other manner permitted by law. Borrower agrees that final judgment against it in any legal action or proceeding arising out of or relating to this Master Agreement or any other Transaction Document shall be conclusive and may be enforced in any other jurisdiction within the United States by suit on the judgment, a certified or exemplified copy of which judgment shall be conclusive evidence thereof and of the amount of its indebtedness, or by such other means provided by law.

7.10. Waiver of Sovereign Immunity. Borrower agrees that the activities contemplated by the Transaction Documents are commercial in nature rather than governmental or public, and therefore agrees that it is not entitled to any immunity on the grounds of sovereignty or otherwise with respect to such activities or in any legal action or proceeding arising out of or relating to the Transaction Documents. In respect of itself, its Properties, and revenues, Borrower irrevocably waives any right or claims of immunity which may now or hereafter exist and agrees not to assert any such right or claim in any such action or proceeding in any jurisdiction.

7.11. Governing Law. THIS MASTER AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

7.12. Right of Setoff. As collateral security for the repayment of the Obligations of Borrower and liabilities under this Master Agreement and the other Transaction Documents, Borrower hereby grants to Lender the right to apply, at any time and from time to time should an Event of Default exist and be continuing hereunder, any and all obligations owing from Lender and/or any Affiliate or Subsidiary of Lender (or its assignees) to Borrower toward repayment of any sums owing from Borrower to Lender hereunder. Borrower authorizes Lender to direct any Affiliate or Subsidiary of Lender to pay any obligations owing to Borrower directly to Lender in satisfaction of its obligations to Borrower and hereby consents to the payment of such monies to Lender by any of its Affiliates and/or Subsidiaries. Borrower shall not have and hereby waives any right of setoff or reduction due to any reason whatsoever, including disputes outside this transaction.

7.13. Severability of Provisions. Any provision of this Master Agreement or any other Transaction Document which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

7.14. Waiver of Consequential Damages, Etc. Notwithstanding anything to the contrary in this Master Agreement or any other Transaction Document, under no condition or cause of action shall any party hereto be liable for any interruption of service, any loss of actual or anticipated business or profits or any special, indirect, or consequential damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Master Agreement or any other Transaction Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or other advance hereunder or the use of the proceeds thereof whether such liability arises in contract, tort (including negligence or strict liability), or otherwise. To the fullest extent permitted by Applicable Law, each other party hereby agrees that it shall not assert, and such party hereby waives, any and all such claims. This Section 7.14 shall not limit Borrower's indemnity obligations set forth in Section 4.1(I) to the extent that such special, indirect, or consequential damages are included in any claim by a third party unaffiliated with the applicable Indemnified Party with respect to which the applicable Indemnified Party is entitled to indemnification as set forth in Section 4.1(I).

7.15. Jury Trial Waiver. **BORROWER AND LENDER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO ANY TRANSACTION DOCUMENT OR THE OBLIGATIONS. BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS A MATERIAL INDUCEMENT TO LENDER ENTERING INTO THIS MASTER AGREEMENT AND EACH OTHER TRANSACTION DOCUMENT AND THAT LENDER IS RELYING UPON THE FOREGOING WAIVER IN ITS FUTURE DEALINGS WITH BORROWER. BORROWER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVER WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS MASTER AGREEMENT MAY BE FILED WITH THE COURT DOCUMENTING THE JURY TRIAL WAIVER.**

7.16. Accounting Terms. Notwithstanding any other provision contained herein, (i) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under the Financial Accounting Standards Board's Accounting Standards Codification No. 825—Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of Borrower or any Guarantor at "fair value" as defined therein and (ii) all leases and obligations under any leases of any Person that are or would be characterized as operating leases and/or operating lease obligations in accordance with GAAP as of December 31, 2016 (whether or not such operating leases and/or operating lease obligations were in effect on such date) shall continue to be accounted for as operating leases and/or operating lease obligations (and not as capital leases and/or capital lease obligations) for purposes of this Master Agreement regardless of any change in GAAP following the date that would otherwise require such obligations to be recharacterized as capital leases and/or capital lease obligations.

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IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed by their duly authorized officers as of the day and year first above written.

PROPETRO ENERGY SOLUTIONS, LLC

By: /s/ Caleb Weatherl

Name: Caleb Weatherl

Title: Chief Financial Officer

CATERPILLAR FINANCIAL SERVICES CORPORATION

By: /s/ Charles C. Shupe III

Name: Charles C. Shupe III

Title: Director of Global Risk

ACKNOWLEDGMENT BY GUARANTORS

By execution of a Guaranty, dated as of April 2, 2025 (the "**Guaranty**"), in connection with the Original Agreement referenced above, and by execution of the First Amendment referenced above, each of **PROPETRO HOLDING CORP.** and **PROPETRO SERVICES, INC.** (hereinafter referred to, jointly and severally, as "**Guarantor**") unconditionally guarantees the Indebtedness (as defined in the Guaranty) of Borrower. Without in any way granting or implying any right of Guarantor to any notice of, or consent right with respect to, any amendment to the Master Agreement or the Transaction Documents, by execution below, Guarantor acknowledges and agrees that (a) the Guaranty has not been revoked or terminated, (b) the Guaranty remains in full force and effect, and (c) the Obligations (as defined in the Master Agreement) constitute Indebtedness (as defined in the Guaranty) guaranteed pursuant to the Guaranty.

PROPETRO HOLDING CORP.

By: /s/ Caleb Weatherl

Name: Caleb Weatherl

Title: Chief Financial Officer

PROPETRO SERVICES, INC.

By: /s/ Caleb Weatherl

Name: Caleb Weatherl

Title: Chief Financial Officer

Appendix A
To
Master Loan and Security Agreement

Defined Terms

"Accession" has the meaning ascribed thereto in the UCC.

“Actions” has the meaning ascribed thereto in Section 4.1(I) of this Master Agreement.

"Advances" means advances of money under each Note made or to be made by Lender to Borrower, the Supplier, the Packager, or any other designee approved by Lender, each such advance to be repaid under and subject to the terms of the applicable Note.

"Affiliate" of a Person means any other Person that directly or indirectly Controls, is Controlled by, or is under Common control with such Person.

“Anti-Corruption Laws” has the meaning ascribed thereto in Section 4.3(B) of this Master Agreement.

“Amended Master Effective Date” has the meaning ascribed thereto in the preamble of this Master Agreement.

"Applicable Law" means all laws, rules and regulations applicable to the Person, conduct, transaction, representation, warranty, covenant, instrument, document or agreement in question, including all applicable local, regional, county, state, federal, national or international laws, constitutions, statutes, treaties, regulations or ordinances; all legally-binding orders of governmental authorities; all legally-binding judicial orders, judgments and decrees; and all common law and equitable principles.

“Attorneys' Fees" means any and all reasonable and documented out-of-pocket attorneys' fees, costs and related expenses incurred by Lender (limited, in all cases of this definition of “Attorneys’ Fees”, to one external counsel (and, if reasonably necessary, one external local law firm in each material and relevant jurisdiction) related to, arising out of, or in any way connected with Lender's interests in or defense of any Action or Lender's enforcement of its rights and interest with respect to the Collateral, this Master Agreement or any of the other Transaction Documents, or any other instrument, document, or agreement executed in connection with or contemplated by any of the foregoing (which shall include external attorneys' fees incurred by Lender to collect sums due, during any work-out, with respect to settlement negotiations, to enforce any of its rights, or to defend Lender and which, in any bankruptcy proceeding, shall include any external attorneys' fees incurred in connection with any motion for relief from the automatic stay and any motion to assume or reject this Master Agreement, any Loan Schedule, any Note, or any other Transaction Documents, it being the intention of the parties that any and all external attorneys' fees incurred by Lender in connection with any bankruptcy proceeding shall constitute "actual pecuniary losses" under §365 of the Bankruptcy Code and that Borrower shall be responsible for indemnifying Lender with respect to such fees).

"Bank Account" means Lender's account with JP Morgan Chase Bank, N.A., New York, New York, 10018, USA, account number 304658154, ABA code 021-000-021, or such other account as may be designated by Lender in writing.

“Bank Facility” means the credit or facility agreement that constitutes the primary bank credit facility or facilities of Borrower or any Guarantor, as amended, restated, amended and restated, joined, refinanced, supplemented or otherwise modified from time to time, and any renewals, extensions or replacements thereof.

As of the date of this Master Agreement, the Bank Facility is that certain Amended and Restated Credit Agreement, dated as of April 13, 2022, as amended by Amendment No. 1, dated as of June 2, 2023, as amended by Amendment No. 2, dated as of June 26, 2024, as amended by Amendment No. 3, dated as of December 26, 2025, as amended by Amendment No. 4, dated as of May 4, 2026, and as further amended, restated, amended and restated, joined, refinanced, supplemented or otherwise modified from time to time, by and among PHC, as holdings, PSI, as borrower, the lenders and letter of credit issuers from time to time party thereto and Barclays Bank PLC, as agent.

"Borrower" has the meaning ascribed thereto in the preamble of this Master Agreement.

"Borrower Contest Rights" shall mean Borrower's right to contest in good faith third party issues related to the Collateral or the Transaction Documents where specified hereunder, so long as (a) it does so diligently, by appropriate proceedings, and without prejudice to Lender; (b) adequate reserves have been provided in accordance with GAAP to the extent required thereunder, (c) no Collateral that Lender deems to be material would be in any material danger of sale, loss, or forfeiture as a result of such proceeding or contest, and such contest could not reasonably be expected to otherwise materially adversely affect Lender's rights or interests in and to any of the Collateral, or otherwise result in a Material Adverse Effect; and (d) Borrower notifies Lender of such contest.

"Business Day" means a day other than a Saturday, Sunday, or a day on which banks are authorized by law to be closed in Nashville, Tennessee or New York, New York.

"Cat Dealer" means: (a) *****; (b) *****; and (c) any other Person selling a ***** Unit that is approved by Lender in its reasonable discretion in writing.

"***** Unit" means an Item of Equipment that is sold by a Cat Dealer under a Purchase Agreement approved by Lender (the acceptability of any such Purchase Agreement to be determined in Lender's sole discretion; provided, however, that Lender shall not unreasonably withhold, delay or condition its approval to the extent such Purchase Agreement is substantially similar to other Purchase Agreements previously approved by Lender).

"Casualty Event" has the meaning ascribed thereto in Section 4.1(G)(1) of this Master Agreement.

"Casualty Equipment" has the meaning ascribed thereto in Section 4.1(G)(1) of this Master Agreement.

"Certificate of Title Laws" means state laws governing the recordation of Liens and ownership interests with respect to vehicles or other property covered by a certificate of title issued by governmental authority in such state.

"Change of Control":

(A) In the case of any Person that is not a publicly traded company, means (as the result of a single or series of transactions) the transfer, sale, assignment, donation or other alienation or encumbrance, or the placing in a voting trust or similar arrangement (excluding, for the avoidance of doubt and in each case, collateral assignments), of any equity interests in such Person, to any Person or a combination of Persons acting jointly or in concert, that are not equity interest holders of such Person on the date of this Master Agreement ("Existing Controlling Persons"), if, after giving effect to all such transfers, encumbrances, grants or placements, such Existing Controlling Persons do not directly or indirectly control (subject to no encumbrance, voting trust or other voting restriction or agreement) at least fifty (50%) percent of the interests in such Person; or

(B) In the case of any Person that is a publicly traded company, means (as the result of a single or series of transactions): (i) the acquisition by any Person or a combination of Persons (other than Existing Controlling Persons) acting jointly or in concert, of more than fifty (50%) of the capital stock having ordinary voting power for the election of the directors of such Person; or (ii) Continuing Directors shall not constitute at least a majority of the board of directors of such Person.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means and includes individually, collectively, interchangeably and without limitation all Equipment and other Property described in Section 1.16 hereof, and any other Property granted as collateral security for the Obligations whether granted pursuant to this Master Agreement or any other Transaction Document or under any other instrument, agreement or document, whether granted directly or indirectly, whether granted now or in the future, whether granted in the form of a security interest, mortgage, collateral mortgage, assignment, pledge, chattel mortgage, lien, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise whether now existing or hereafter acquired or arising. For the avoidance of doubt, in no event shall Collateral include Equipment Paid in Full.

"Collection Expenses" means all reasonable and documented out-of-pocket costs and expenses incurred by Lender during the continuance of or otherwise directly associated with an Event of Default in connection with efforts to collect or recover any of the Obligations or the Collateral from Borrower, including Attorneys' Fees.

"Continuing Director" means, at any date, an individual (a) who is a member of the board of directors of any such Person as of the execution date of this Master Agreement, (b) who, as at such date, has been a member of such board of directors for at least the 12 preceding months, (c) who has been nominated, designated or approved to be a member of such board of directors, directly or indirectly, by the Permitted Holders (as defined in the Bank Facility) or Persons nominated, designated or approved by the Permitted Holders (as defined in the Bank Facility) or (d) who has been nominated, designated or approved to be, or designated or approved as, a member of such board of directors by a majority of the other Continuing Directors then in office.

"Control" means the power, directly or indirectly, to cause the direction of the management and policies of a Person, whether through the ownership of voting stock, by contract or otherwise.

"Conversion Date" has the meaning ascribed thereto in Section 1.3(B) of this Master Agreement.

"Conversion Event" has the meaning ascribed thereto in Section 2.4(A) of this Master Agreement.

"Converted Principal" has the meaning ascribed thereto in Section 1.3(B) of this Master Agreement.

"Current Tranche C Maximum Availability Amount" has the meaning ascribed thereto in Section 1.2(C)(2) of this Master Agreement.

"Default" means any occurrence, condition, act or failure to act which, either: (a) constitutes an Event of Default, or (b) with the giving of notice, or the passage of time, or both, may give rise if not timely cured to an Event of Default hereunder.

"Default Rate" has the meaning ascribed thereto in Section 1.8 of this Master Agreement.

"Dollars" and the sign "$" means the currency of the United States of America.

"Effective Date" has the meaning ascribed thereto in Section 1.1(C) of this Master Agreement.

"Environmental Claim" means any claim, action, or written notice by any Person alleging potential liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the presence, or release into the environment, of any Hazardous Materials at any location, whether or not owned or operated by Borrower, (ii) circumstances forming the basis of any violation, or alleged violation, of the Environmental Laws; or (iii) any actual or alleged noise, vibration, sound emission, tonal noise, low-frequency noise, nuisance, or failure to comply with any noise-related permit, approval, zoning condition, ordinance, mitigation requirement, or operating restriction, in each case relating to the Equipment or any location at which the Equipment is installed, stored, tested, maintained or operated.

“Environmental Laws” means, collectively, any and all Applicable Laws which relate to the protection of worker health or occupational safety (to the extent related to exposure to Hazardous Materials, occupational noise exposure, or the operation, testing, maintenance, location, installation, use, removal or condition of any Equipment) or the environment (including ambient air, indoor air, noise, vibration, odor, soil, sub-surface strata, surface water, ground water, and natural resources), now or hereafter in effect and in each case as amended from time to time, including, without limitation, (a) Applicable Laws relating to noise emissions, sound pressure levels, tonal, low-frequency, impulsive or continuous sound, vibration, nuisance, noise abatement, noise control devices, sound attenuation, acoustic enclosures, mufflers, silencers, testing hours, operating hours, noise studies, acoustic modeling, post-installation or post-construction verification, and permits or approvals applicable to the Equipment or any location where the Equipment is installed, stored, tested, maintained or operated, and (b) Applicable Laws related to the use, generation, manufacture, refinement, recycling, handling, transport, distribution, treatment, storage, disposal, emission, discharge, release, or threatened release of Hazardous Materials. For purposes of clarity, Environmental Laws expressly include, but are not limited to, the Clean Air Act, 42 U.S.C. §7401, et seq., including the noise-abatement provisions of the Clean Air Act, 42 U.S.C. §7641, et seq.; the Noise Control Act of 1972, 42 U.S.C. §4901, et seq.; the Quiet Communities Act of 1978, 42 U.S.C. §4913, et seq.; the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder relating to occupational noise exposure, including 29 C.F.R. §1910.95 and 29 C.F.R. §§1926.52 and 1926.101; the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Federal Solid Waste Act as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq.; the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq.; and any equivalent state or local laws, ordinances, rules, regulations, codes, permit conditions, approvals, orders, zoning requirements, nuisance requirements, or land-use requirements, as the same may be amended or modified.

"Equipment" means (a) all property designated as “Equipment” on each Loan Schedule (irrespective of whether such property constitutes "Equipment", “Inventory”, “Fixtures” as such terms are defined pursuant to Article 9 of the UCC or some other type of collateral category thereunder); (b) any related software (embedded therein or otherwise) and any and all related general intangibles, replacements, repairs, additions, attachments, accessories and Accessions (as defined in the UCC); and (c) all Permitted Improvements.

“Equipment Paid in Full” means any Equipment or Item of Equipment with respect to which (a) the Note applicable to such Equipment or Item of Equipment has been paid in full; and (b) all other Obligations related to such Equipment or Item of Equipment, the applicable Note and applicable Loan Schedule have been discharged in full (other than indemnity or similar obligations which survive termination and for which no claim has been made by Lender).

"Equipment Collateral" has the meaning ascribed thereto in Section 1.16(A) of this Master Agreement. For the avoidance of doubt, in no event shall Equipment Collateral include Equipment Paid in Full.

"Event of Default" has the meaning ascribed thereto in Section 5.1 of this Master Agreement.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Lender or required to be withheld or deduction from a payment to a Lender, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Lender being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Transaction Document, or sold or assigned an interest in any Loan or Transaction Document), (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 1.12(a), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to the failure by Lender to comply with Section 1.12(b) of this Master Agreement and (d) any withholding Taxes imposed under FATCA.

"Existing Agreement" has the meaning ascribed thereto in the preamble of this Master Agreement.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Master Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among governmental authorities entered into in connection with the implementation of the foregoing.

"Final Advance Deadline" means: (a) June 30, 2026 for Loan Tranche A; and (b) November 30, 2026 for Loan Tranche B; and (c) the Revolver Termination Date for Loan Tranche C.

"Final Interim Advance" has the meaning ascribed thereto in Section 2.4(A) of this Master Agreement.

"First Amendment" has the meaning ascribed thereto in the preamble of this Master Agreement.

"Fiscal Year" means PHC's financial accounting year.

"Fixture" with respect to any Equipment has the meaning ascribed to such term in the Uniform Commercial Code in the State where such Equipment is located, as interpreted pursuant to relevant Applicable Laws in such State.

"Generally Accepted Accounting Principles" or "GAAP" means generally accepted accounting principles, applied on a consistent basis, as set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or the international standard that is considered equivalent by Lender, in Lender's sole and absolute discretion), which are applicable to the circumstances as of the date of determination. Unless waived by Lender such principles shall be followed in the preparation of all financial statements provided to Lender in accordance with the terms of this Master Agreement or any other Transaction Document.

“Guarantor” means, jointly and severally, PHC and PSI.

"Guaranty" shall mean that guaranty executed by any Guarantor in favor of Lender.

"Hazardous Materials" means any substances or materials (a) that are defined as hazardous wastes, hazardous substances, pollutants, contaminants or toxic substances under any applicable Environmental Laws, (b) that are defined by any applicable Environmental Law as toxic, explosive, corrosive, ignitable, radioactive or otherwise hazardous, (c) the presence of which requires removal, remediation or is prohibited under any applicable Environmental Law, or (d) that contain asbestos, polychlorinated biphenyls (PCBs), urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or wastes, crude oil or radioactive materials.

"Indebtedness" as applied to a Person means, without duplication all items which in accordance with GAAP would be included in determining total liabilities as shown on the liability side of a balance sheet of such Person as at the date as of which Indebtedness is to be determined, including (a) the obligations for borrowed money (excluding any obligations arising from warranties as to inventory in the ordinary course of business); (b) the obligations representing the deferred purchase price of Property or services (other than accounts payable, liabilities or accrued expenses arising in the ordinary course of business) to the extent the same would be required to be shown as a long-term liability on a balance sheet prepared in accordance with GAAP; (c) the obligations secured by Liens or payable out of the proceeds or production from Property now or hereafter acquired; (d) the obligations evidenced by notes or similar instruments; (e) obligations to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property; and (f) capitalized lease obligations with respect to property used or acquired by any Person (provided, however, that all such obligations and liabilities which are limited in recourse to such property shall be included in Indebtedness only to the extent of the book value of such property as would be shown on a balance sheet prepared in accordance with GAAP or, if higher, the fair market value of such property). Indebtedness shall not include (i) prepaid or deferred revenue arising in the ordinary course of business, (ii) purchase price holdbacks in respect of acquisitions arising in the ordinary course of business in respect of a portion of the purchase prices of an asset to satisfy unperformed obligations of the seller of such asset, (iii) earn out obligations in connection with acquisitions unless such obligations become a liability on the balance sheet of such Person in accordance with GAAP and are not paid after becoming due and payable and (iv) guaranties incurred (other than with respect to Indebtedness) in the ordinary course of business.

“Indemnified Parties” has the meaning ascribed thereto in Section 4.1(I) of this Master Agreement.

“Indemnified Taxes” means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Borrower under any Transaction Document.

“Interim Advance” and “Interim Advances” have the respective meanings ascribed thereto in Section 1.3(A) of this Master Agreement.

“Interim Loan Schedule” has the meaning ascribed thereto in Section 1.1(B) of this Master Agreement.

“Interim Note” has the meaning ascribed thereto in Section 1.1(B) of this Master Agreement.

“Interim Note Interest Rate” has the meaning ascribed thereto in 1.3(A)(3) of this Master Agreement.

"Interim Note Maturity Date" has the meaning ascribed thereto in Section 1.3(A)(2) of this Master Agreement.

"Item of Equipment" has the meaning set forth in Section 1.1(A) of this Master Agreement.

"Knowledge" means, with respect to representations and warranties or notice obligations qualified to Borrower's knowledge, that no officer, manager or employee of Borrower is aware, or would be aware after reasonable inquiry, of any facts that would give such Person knowledge or notice that any such representations or warranties are false or that such events have occurred that require notice to Lender.

"Lender" has the meaning ascribed thereto in the preamble of this Master Agreement.

"Lender Assignee" shall have the meaning ascribed thereto in Section 6.1 of this Master Agreement.

"Lender Transfer" shall have the meaning ascribed thereto in Section 6.1 of this Master Agreement.

"Lien" means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangements, encumbrance, lien (statutory or other), privilege, or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement), any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction to evidence any of the foregoing.

"Loan" has the meaning ascribed thereto in Section 1.1(A) of this Master Agreement.

"Loan Schedule" has the meaning ascribed thereto in Section 1.1(B) of this Master Agreement.

"Loan Tranche A" has the meaning ascribed thereto in Section 1.2(A) of this Master Agreement.

"Loan Tranche B" has the meaning ascribed thereto in Section 1.2(B) of this Master Agreement.

"Loan Tranche C" has the meaning ascribed thereto in Section 1.2(C) of this Master Agreement.

"Master Agreement" has the meaning ascribed thereto in the preamble to this Master Loan and Security Agreement.

"Material Adverse Effect" means any condition which has had a material adverse effect upon: (a) the business, operations, Properties, liabilities (actual or contingent) or financial condition of Borrower or any Guarantor; (b) the validity or enforceability of any Transaction Document; or (c) the ability of Borrower or any Guarantor to perform its Obligations or upon any rights or remedies under any Transaction Document or of Lender to enforce or collect the Obligations in accordance with the Transaction Documents and Applicable Law.

"Maximum Rate" has the meaning ascribed thereto in Section 1.7 of this Master Agreement.

"Milestone" means any milestone, deliverable, stage of completion, payment trigger, or other event that (a) is described in the Purchase Agreement approved by Lender prior to the initial Advance with respect to the applicable ***** Unit (including any schedule or exhibit thereto) as giving rise to a payment due thereunder, or (b) any amendment to such Purchase Agreement consented to by Lender in writing pursuant to the terms of this Master Agreement. For purposes of clarity: (a) the Milestones for Tranche A Equipment and Tranche B

Equipment were or are: (i) a payment of ***** of such ***** Unit's Purchase Price (***** for Tranche A Equipment or ***** for Tranche B Equipment) was or is due One Hundred Eighty (180) days prior to the anticipated ready to ship date; and (ii) a payment of ***** of such ***** Unit's Purchase Price (***** for Tranche A Equipment or ***** for Tranche B Equipment) was or is due upon *****'s written notice of ready to ship.

"Minimum Insurance Requirements" means the requirements set forth on **Exhibit H** attached hereto and incorporated by reference herein for policies of insurance to be obtained by Borrower.

"Non-Conversion Fee" has the meaning ascribed thereto in Section 2.4(C) of this Master Agreement.

"Non-Purchase Money Obligation" has the meaning ascribed thereto in Section 1.16(A) of this Master Agreement.

"Non-Recourse Syndication" has the meaning ascribed thereto in Section 1.2(C)(1)(c) of this Master Agreement.

"Note" has the meaning ascribed thereto in Section 1.1(B) of this Master Agreement.

"Obligations" means all Indebtedness, liabilities and obligations (including non-financial obligations and covenants) owing or arising from Borrower to Lender of every kind or nature, whether absolute or contingent, due or to become due, joint or several, liquidated or unliquidated, matured or unmatured, primary or secondary, now existing or hereafter arising in each case under any Transaction Document, regardless of the form or purpose of such liabilities or Obligations, including all of the Loans, any other loans, all liabilities of Borrower to Lender and all interest, charges, expenses, Indemnified Taxes, Attorneys' Fees and other sums chargeable to Borrower, in each case, under any Transaction Document.

"Original Agreement" has the meaning ascribed thereto in the preamble of this Master Agreement.

"Packager" means, with respect to any ***** Unit, each Person providing packaging and fabrication services with respect thereto: (a) to whom Cat Financial has previously made an Advance (or made an Advance to Borrower for amounts Borrower previously paid to such Person for such packaging and fabrication services) pursuant to the Transaction Documents; or (b) that Cat Financial otherwise approves in writing in its sole discretion.

"Permitted Improvements" means any alterations, additions, modifications or attachments to the Equipment that are of a kind that customarily are made by owners of equipment similar to the Equipment, free and clear of any and all Liens (other than Permitted Liens), and do not and that could not reasonably be expected to: (a) reduce the value or general usefulness of the Equipment in any material respect; (b) impair the certification, performance, safety, quality, capability, function, specifications, use or character of the Equipment or alter the purpose for which such Equipment were obtained by Borrower, as described by Borrower to Lender in requesting Lender to enter into the applicable Transaction Documents; (c) be in violation of Applicable Laws, manufacturer's requirements or recommendations, or any warranty, service agreement or license in any material respect; (d) expose any Equipment to any Lien or other adverse interest or circumstance (in each case, other than Permitted Liens); (e) adversely affect insurance coverage benefiting Lender hereunder; or (f) negatively affect the resale value of the Equipment in any material respect.

"Permits, Licenses and Related Rights" means any privileges, licenses, permits, authorizations, tags, certificates, governmental authorizations and approvals, franchises, patents, copyrights, trademarks, trade names, and any other documents, instruments, agreements, requisite approvals, rights, or authorizations necessary to the ownership of its Property or to the conduct of its business, including the ownership or operation of the Equipment.

"Permitted Liens" means (a) any Lien which may be granted to Lender or its Affiliates; (b) Liens subject to subordinations and/or intercreditor agreements in form and substance satisfactory to Lender such that Lender has a first priority interest in the Collateral (subject only to Permitted Liens described in clauses (a), (c) and (d) of this definition); so long as (i) any counterparties to such subordinations and/or intercreditor agreements agree not to repossess, foreclose upon or otherwise take similar actions with respect to the applicable Collateral so long as it secures any Obligations; and (ii) such Liens do not arise under the Bank Facility (it being expressly agreed that Liens under the Bank Facility are expressly prohibited by the Transaction Documents); (c) Liens for Taxes or other similar impositions, provided that any such Lien set forth in this subsection (c): (i) is for sums that are not yet delinquent, (ii) is for sums that are being contested in good faith and for which adequate reserves are being maintained in accordance with GAAP, or (iii) if the sums are delinquent but Borrower or the applicable Guarantor is contesting the sums in good faith, then, in Lender's reasonable judgment, there is not any substantial danger of the sale, forfeiture or loss of the Equipment or any interest therein; and (d) mechanics, materialmen, or suppliers' and similar Liens arising by operation of law, provided that any such Lien set forth in this subsection (d): (i) is incurred by Borrower or any Guarantor in the ordinary course of business, (ii) is for sums that are not yet delinquent or are being contested in good faith and with due diligence, by negotiations or by appropriate proceedings that suspend the collection thereof, or (iii) if the sums are delinquent but Borrower or the applicable Guarantor is contesting the sums in good faith, then, in Lender's reasonable judgment, there is not any substantial danger of the sale, forfeiture or loss of the Equipment or any interest therein.

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

"PHC" has the meaning ascribed thereto in the preamble of this Master Agreement.

"Prepayment Premium" has the meaning ascribed thereto in Section 1.10 of this Master Agreement.

"Proceeds" has the meaning ascribed thereto in the UCC.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"PSI" has the meaning ascribed thereto in the preamble of this Master Agreement.

"Purchase Agreement" means: (a) for Loan Tranche A, the Tranche A Purchase Agreement; (b) for Loan Tranche B, the Tranche B Purchase Agreement; and (c) for Loan Tranche C, each applicable Tranche C Purchase Agreement.

"Purchase Money Obligation" has the meaning ascribed thereto in Section 1.16 of this Master Agreement.

"Purchase Price" means the total amount of consideration due to the Supplier and, if applicable, the Packager for the Equipment to be purchased under the applicable Purchase Agreement. For purposes of clarity, any Taxes due with respect to the purchase shall not be considered part of the Purchase Price even if due to or otherwise collected by the Supplier or the Packager.

"Reasonable Wear and Tear" means the results of normal use of the Equipment as originally intended assuming (a) use and maintenance in accordance with the original equipment manufacturer's recommendations, using original equipment manufacturer parts where available, and in accordance with the provisions of Section 4.1(D)(3) hereof; (b) the absence, where reasonably possible, of any casualty, misuse, abuse, abandonment, improper care, accident, negligence or similar occurrence with respect to any Equipment, whether or not such Equipment is in use at the time of said occurrence; and (c) use that does not, in any material way, materially impair the function of any Equipment or prevent any Equipment from promptly being placed into use or its continued use.

"Relevant Person" has the meaning ascribed thereto in Section 4.3(A) of this Master Agreement.

"Reset Date" has the meaning ascribed thereto in Section 1.3(A)(3) of this Master Agreement.

"Revolver Termination Date" means June 30, 2027.

"Sanctioned Person" has the meaning ascribed thereto in Section 4.3(A) of this Master Agreement.

"*****" means *****

"***** Unit" means an Item of Equipment that is sold by ***** under a Purchase Agreement approved by Lender in its reasonable discretion.

"Subsidiary" means, as to any Person, another Person of which partnership interests, member interests, shares of stock or other similar ownership interests having ordinary voting power (other than interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors, general partner, manager, managing partner or other governing body or management Person or group of such Person are at the time owned, or the management of which is otherwise controlled, directly, or indirectly, through one or more intermediaries, or both, by such Person.

"Supplier" means (a) ***** with respect to each ***** Unit; and (b) the applicable Cat Dealer with respect to each ***** Unit.

"Support Documents" means, beginning as of the request for an Advance with respect to any Equipment and continuing so long as such Equipment remains subject to any Transaction Document, the applicable Purchase Agreement relating to such Equipment, and any warranty agreements, extended services agreement and other instruments and documents that relate to the acquisition, installation, maintenance or warranty of such Equipment (including all claims for damages arising as a result of any default by the Supplier, the Packager, or other parties obligated pursuant to the foregoing, including claims under all warranty and indemnity provisions contained therein and any and all rights of Borrower to compel performance of the terms of such documents).

"Taxes" means any and all present or future taxes, levies, imposts, duties, fees, assessments and all interest, penalties, fine, additions or similar liabilities with respect thereto.

"Term Loan Schedule" has the meaning ascribed thereto in Section 1.1(B) of this Master Agreement.

"Term Note" has the meaning ascribed thereto in Section 1.1(B) of this Master Agreement.

"Term Note Interest Rate" has the meaning ascribed thereto in Section 1.5(A) of this Master Agreement.

"Term Note Maturity Date" has the meaning ascribed thereto in Section 1.5(B) of this Master Agreement.

"Threshold Amount" means $*****.

"Total Loss" means, with respect to any Casualty Equipment, (a) the actual or constructive total loss of such Casualty Equipment, (b) the loss, disappearance, theft or destruction of such Casualty Equipment, or damage thereto that is uneconomical to repair or renders it unfit for normal use, or (c) the condemnation, confiscation, requisition, seizure, forfeiture or other taking of title to or use of such Casualty Equipment or the imposition of any Lien thereon by any governmental authority that has the practical effect of the foregoing.

"Total Maximum Facility Amount" means One Hundred Sixty-Seven Million Dollars ($167,000,000).

"Tranche A Equipment" has the meaning ascribed thereto in Section 1.2(A) of this Master Agreement.

"Tranche A Purchase Agreement" has the meaning ascribed thereto in Section 1.2(A) of this Master Agreement.

"Tranche B Equipment" has the meaning ascribed thereto in Section 1.2(B) of this Master Agreement.

"Tranche B Purchase Agreement" has the meaning ascribed thereto in Section 1.2(B) of this Master Agreement.

"Tranche C Equipment" has the meaning ascribed thereto in Section 1.2(C)(1)(b) of this Master Agreement.

"Tranche C Purchase Agreement" has the meaning ascribed thereto in Section 1.2(C)(1)(a) of this Master Agreement.

"Transaction Documents" means this Master Agreement, each Loan Schedule, each Note, the Guaranty, and all other agreements, instruments, documents and certificates, or writing now or hereafter executed by Borrower, any Guarantor or any other obligor with respect to the securing or guaranteeing of the obligations hereunder as contemplated by this Master Agreement or evidencing Borrower's or any Guarantor's authority to enter into such documents. For purposes of clarity, the term "Transaction Documents" expressly excludes any commitment letters, proposals or other similar documents executed or delivered prior to the date hereof.

"UCC" means the Uniform Commercial Code as in effect in the State of Tennessee on the date of the applicable agreement; except to the extent that the validity or perfection of any Lien or provisions regarding enforcement thereof requires application of the laws of a state other than the State of Tennessee.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Samuel D. Sledge, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ProPetro Holding Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 30, 2026

/s/ Samuel D. Sledge

Samuel D. Sledge
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Caleb L. Weatherl, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ProPetro Holding Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 30, 2026

/s/ Caleb L. Weatherl

Caleb L. Weatherl
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of ProPetro Holding Corp. (the “Company”), for the period ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Samuel D. Sledge, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 30, 2026

/s/ Samuel D. Sledge
Samuel D. Sledge
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of ProPetro Holding Corp. (the "Company"), for the period ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Caleb L. Weatherl, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 30, 2026

/s/ Caleb L. Weatherl
Caleb L. Weatherl
Chief Financial Officer
(Principal Financial Officer)