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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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

**Date of report (Date of earliest event reported): June 10, 2024**

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**ProFrac Holding Corp.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-41388**  
(Commission  
File Number)

**87-2424964**  
(IRS Employer  
Identification No.)

**333 Shops Boulevard, Suite 301, Willow Park, Texas**  
(Address of principal executive offices)

**76087**  
(Zip Code)

**(254) 776-3722**  
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value \$0.01 per share	ACDC	The Nasdaq Global Select Market

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

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.

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**Item 1.01 Entry into a Material Definitive Agreement.*****Indenture and New Notes***

On June 12, 2024, ProFrac Holdings II, LLC, a Texas limited liability company (“**ProFrac Holdings II**”) and an indirect wholly-owned subsidiary of ProFrac Holding Corp. (the “**Company**” or “**ProFrac**”), issued \$120 million aggregate principal amount of its Senior Secured Floating Rate Notes due 2029 (the “**New Notes**”) to Beal Bank and Beal Bank USA in connection with the acquisition of four fleets from a private seller for cash. The New Notes were issued as additional notes pursuant to the first supplemental indenture, dated as of June 12, 2024 (the “**First Supplemental Indenture**”) to the indenture, dated as of December 27, 2023 (the “**Original Indenture**”), by and among ProFrac Holdings II, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, calculation agent and collateral agent. Also on June 12, 2024, the subsidiary holding the acquired assets entered into the Second Supplemental Indenture to guarantee ProFrac Holding II’s obligations under the Original Indenture and pledge its assets (the “**Second Supplemental Indenture**,” and, collectively with the Original Indenture and the First Supplemental Indenture, the “**Indenture**”).

The New Notes and the notes previously issued under the Indenture (the “**Existing Notes**,” together with the New Notes, the “**Notes**”) will be treated as a single series of securities under the Indenture and the New Notes will have substantially identical terms, other than the issue date, issue price and first payment date, as the Existing Notes and be secured by a security interest in the same collateral.

ProFrac Holdings II will prepay \$12.308 million aggregate principal amount of the Notes (or such lesser principal amount as shall then be outstanding) on each of June 30, 2024, September 30, 2024 and December 31, 2024, and \$18.462 million aggregate principal amount of the Notes (or such lesser principal amount as shall then be outstanding) at the end of each calendar quarter thereafter, in each case, subject to adjustment for redemptions and prepayments.

The foregoing description of the Indenture is not complete and is qualified in its entirety by reference to the full text of the Original Indenture, which such Original Indenture has been previously filed as [Exhibit 4.1](#) to the Company’s Current Report on Form 8-K, filed by ProFrac on December 28, 2023 and is incorporated herein by reference, the First Supplemental Indenture, a copy of which is filed as [Exhibit 4.3](#) hereto and is incorporated herein by reference, and the Second Supplemental Indenture, a copy of which is filed as [Exhibit 4.4](#) hereto and is incorporated herein by reference.

***Eighth Amendment to the Credit Agreement***

On June 10, 2024, ProFrac Holdings II, ProFrac Holdings, LLC, a Texas limited liability company (“**Parent**”) and the other guarantors party thereto entered into the Eighth Amendment to Credit Agreement (the “**Amendment**”) with JPMorgan Chase Bank, N.A., as agent and collateral agent, and the lenders party thereto. The Amendment amends the Credit Agreement, dated as of March 4, 2022 (as amended, supplemented or otherwise modified, including by the Amendment, the “**Credit Agreement**”), by and among ProFrac Holdings II, as borrower, Parent, as a guarantor, the other guarantors party thereto, the lenders and letter of credit issuers party thereto, and JPMorgan Chase Bank, N.A., as agent, collateral agent and swingline lender, to, among other things, permit the consummation of the acquisition, permit ProFrac Holdings II to incur the New Notes in accordance with the terms of the Credit Agreement and the Initial Intercreditor Agreement (as defined in the Credit Agreement) and, together with the related supplements to the Loan Documents (as defined in the Credit Agreement), cause the subsidiary holding the acquired assets to become a guarantor under the Credit Agreement and to pledge substantially all of its assets subject to the Initial Intercreditor Agreement.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as [Exhibit 10.1](#) hereto and is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 to this Current Report on Form 8-K is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
4.1	<a href="#"><u>Indenture, dated as of December 27, 2023, by and among ProFrac Holdings II, LLC, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, calculation agent and collateral agent (incorporated by reference to Exhibit 4.1 to ProFrac Holding Corp.'s Current Report on Form 8-K filed with the SEC on December 28, 2023).</u></a>
4.2	<a href="#"><u>Form of Senior Secured Floating Rate Note (included in Exhibit 4.1).</u></a>
4.3*	<a href="#"><u>First Supplemental Indenture, dated as of June 12, 2024, among ProFrac Holdings II, LLC, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, calculation agent and collateral agent.</u></a>
4.4*	<a href="#"><u>Second Supplemental Indenture, dated as of June 12, 2024, among ProFrac Holdings II, LLC, Advanced Stimulation Technologies, Inc. and U.S. Bank Trust Company, National Association, as trustee, calculation agent and collateral agent.</u></a>
10.1*	<a href="#"><u>Eighth Amendment to Credit Agreement, dated as of June 10, 2024, by and among ProFrac Holdings II, LLC, ProFrac Holdings, LLC, the other guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as the agent and collateral agent for the lenders.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Filed herewith.

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**SIGNATURES**

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

**PROFRAC HOLDING CORP.**

Dated: June 14, 2024

By: /s/ Steven Scrogam  
Steven Scrogam  
Chief Legal Officer, Chief Compliance Officer and Corporate  
Secretary

**First Supplemental Indenture**

PROFRAC HOLDINGS II, LLC, as the Company

THE GUARANTORS PARTY HERETO

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, Calculation Agent and Collateral Agent

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FIRST SUPPLEMENTAL INDENTURE

Dated as of June 12, 2024

to

INDENTURE

Dated as of December 27, 2023

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THIS FIRST SUPPLEMENTAL INDENTURE, dated as of June 12, 2024 (the “**Supplemental Indenture**”), is among ProFrac Holdings II, LLC, a Texas limited liability company (the “**Company**”), the Notes Guarantors and U.S. Bank Trust Company, National Association, as trustee (in such capacity, the “**Trustee**”), calculation agent (in such capacity, the “**Calculation Agent**”), and collateral agent (in such capacity, the “**Collateral Agent**”).

## RECITALS

WHEREAS, the Company, the Notes Guarantors party thereto and the Trustee, Calculation Agent and Collateral Agent executed and delivered that certain Indenture, dated as of December 27, 2023 (as amended, restated, supplemented and otherwise modified from time to time prior to the date hereof, the “**Indenture**”), to provide for the issuance of the Company’s Senior Secured Floating Rate Notes due 2029;

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended or supplemented by the Company, the Notes Guarantors, the Trustee and the Collateral Agent with the consent of the Required Holders; and

WHEREAS, the Company has received the consent of the Required Holders to the amendments to the Indenture set forth in this Supplemental Indenture.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Notes Guarantors, the Trustee, the Calculation Agent and the Collateral Agent hereby agree that the Indenture is supplemented and amended, to the extent expressed herein, as follows:

## ARTICLE ONE DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

### SECTION 1.1 Definitions.

This Supplemental Indenture uses the following definitions in their proper alphabetical order which, in the event of a conflict with the definition of terms in the Indenture, shall supersede and replace the corresponding definitions in the Indenture. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Indenture.

“**Additional Notes**” means the \$120.0 million aggregate principal amount of Notes issued on the date of this Supplemental Indenture, which shall constitute part of the same series as the Initial Notes.

“**AST**” means Advanced Stimulation Technologies, Inc., a Texas corporation.

“**AST Acquisition**” means the acquisition of all of the outstanding shares of Capital Stock of AST by the Company pursuant to the AST Purchase Agreement.

“**AST Purchase Agreement**” means the Stock Purchase Agreement, dated as of May 2, 2024, among AST, Autry C. Stephens and the Company.

“**AST Sale Leaseback Transaction**” means (i) the sale of the AST Real Property pursuant to the AST Sale Leaseback PSA and (ii) the lease of the AST Real Property by AST pursuant to the AST Industrial Lease Agreement, each as in effect on the date of this Supplemental Indenture.

“**AST Industrial Lease Agreement**” means the Industrial Lease Agreement, dated June 12, 2024, between AST and Wilks Development, LLC or an affiliate thereof (“**Wilks**”) whereby Wilks is leasing the AST Real Property to AST.

“**AST Sale Leaseback PSA**” means the Purchase and Sale Agreement, dated June 12, 2024, between the Company and Wilks pursuant to which the Company is selling or causing to be sold all or substantially all of the real property assets of AST (together with the other rights described therein, the “**AST Real Property**”) in exchange for \$23,000,000.

“**Initial Notes**” means the \$520.0 million aggregate principal amount of Notes issued under this Indenture on December 27, 2023.

“**Notes**” has the meaning assigned to it in the preamble to this Indenture and includes, for the avoidance of doubt, the Initial Notes and any Additional Notes, all of which shall be treated as a single class for all purposes under this Indenture, including for purposes of waivers, amendments, redemptions and offers to purchase, and unless otherwise provided or the context otherwise requires, all references to the Note shall include the Initial Notes and any Additional Notes.

#### SECTION 1.2 Other Amendments to Definitions.

(a) Amendment to the Definition of Asset Sale. The word “and” is moved from the end of clause (19) of the definition of “Asset Sale” in Section 1.01 of the Indenture to the end of clause (20) therein (and the period at the end of clause (20) therein is replaced with a semi-colon) and the following is added to the end of such definition to provide for an additional item that will be deemed not to be an Asset Sale:

“(21) the disposition on the date of the Supplemental Indenture of the AST Real Property pursuant to the AST Sale Leaseback Transaction.”

(b) Amendment to the Definition of Permitted Liens. The word “and” is moved from the end of clause (22) of the definition of “Permitted Liens” in Section 1.01 of the Indenture to the end of clause (23) therein (and the period at the end of clause (23) therein is replaced with a semi-colon) and the following is added to the end of such definition:

“(24) Liens resulting from the AST Sale Leaseback Transaction.”

### ARTICLE TWO THE NOTES

#### SECTION 2.1 Amendment of Section 2.02 of the Indenture.

(a) The first paragraph of Section 2.02 of the Indenture is amended by deleting the text thereof in its entirety and replacing it with the following text:

“The aggregate principal amount of Notes outstanding at any time may not exceed \$620.0 million, except as provided in Section 2.07 hereof.”

(b) The fifth paragraph of Section 2.02 of the Indenture is amended by deleting the text thereof in its entirety and replacing it with the following text:



“The Trustee will, upon receipt of a written order of the Company signed by an Officer of the Company (an “**Authentication Order**”), authenticate Notes for original issue that may be validly issued under this Indenture. To the extent permitted under this Section 2.02 and Section 4.09, the Company may deliver Additional Notes executed by the Company to the Trustee for authentication, together with an Authentication Order for the authentication and delivery of such Additional Notes; and the Trustee, in accordance with such Authentication Order, shall authenticate and deliver such Additional Notes.”

SECTION 2.2 Additional Notes.

A new Section 2.14 shall be inserted in the Indenture as follows:

“Section 2.14 Additional Notes.

If any Additional Notes are not fungible with the Initial Notes for U.S. federal income tax purposes, such Additional Notes will have a separate CUSIP and ISIN number. The Initial Notes and any Additional Notes shall be treated as a single class for all purposes under this Indenture, including directions, waivers, amendments, consents, redemptions and offers to purchase.

With respect to any Additional Notes, the Company shall set forth in an Officer’s Certificate, a copy of which shall be delivered to the Trustee, the following information:

- (a) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;
- (b) the issue price, the issue date and the CUSIP and/or ISIN number of such Additional Notes; and
- (c) whether such Additional Notes shall be Restricted Global Notes, or another form of Note.”

ARTICLE THREE  
COVENANTS

SECTION 3.1 Incurrence of Indebtedness and Issuance of Preferred Stock.

(a) Section 4.09(b)(3) of the Indenture is amended by deleting the text thereof in its entirety and replacing it with the following text:

“(3) the incurrence by the Company and any Notes Guarantor of (i) Indebtedness consisting of the Notes issued on the date of this Indenture and the related Notes Guarantees less the principal amount of Notes redeemed or repurchased prior to June 12, 2024, (ii) Indebtedness consisting of the Notes issued on June 12, 2024 and the related Notes Guarantees, and (iii) obligations of the Company and any Notes Guarantor under the other Note Documents;”

(b) The word “and” is moved from the end of Section 4.09(b)(19) of the Indenture to the end of Section 4.09(b)(20) of the Indenture (and the period at the end of Section 4.09(b)(20) of the Indenture is replaced with a semi-colon) and a new Section 4.09(b)(21) is inserted in the Indenture as follows:

“(21) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness pursuant to the AST Sale Leaseback Transaction.”

SECTION 3.2 Transactions with Affiliates. The word “and” is moved from the end of Section 4.11(b)(13) of the Indenture to the end of Section 4.11(b)(14) of the Indenture (and the period at the end of Section 4.11(b)(14) of the Indenture is replaced with a semi-colon) and a new Section 4.11(b)(15) is inserted in the Indenture as follows:

“(15) transactions in connection with the AST Sale Leaseback Transaction.”

#### ARTICLE FOUR AMENDMENT OF NOTES

##### SECTION 4.1 Amortization of Principal.

Pursuant to Section 11 of each Note, Section 1 of each Note (and of the form of Note attached as Exhibit A to the Indenture) is amended by deleting the text thereof in its entirety and replacing it with the following text:

“(1) *Amortization of Principal*. The Company will pay:

(a) \$12,308,000 aggregate principal amount of Notes (or such lesser principal amount as shall then be outstanding) on each of June 30, 2024, September 30, 2024 and December 31, 2024; and

(b) \$18,462,000 aggregate principal amount of Notes (or such lesser principal amount as shall then be outstanding) at the end of each calendar quarter thereafter,

in each case at 100.0% of the principal amount thereof and without payment of a Make-Whole Premium or any redemption premium or any other premium, *provided* that upon any partial redemption or prepayment of the Notes pursuant to Sections 3.07, 4.10, 4.13, or 4.15 of the Indenture after December 27, 2023, the principal amount of each required prepayment of the Notes becoming due under this Section 1 of this Note on and after the date of such redemption or prepayment shall be reduced in the same proportion as the aggregate unpaid principal amount of the Notes is reduced as a result of such prepayment or purchase.

The entire unpaid principal balance of the Notes shall be due and payable on the Maturity Date thereof, together with accrued and unpaid interest therein through but not including such date.”

ARTICLE FIVE  
MISCELLANEOUS

SECTION 5.1 Effect of First Supplemental Indenture.

This Supplemental Indenture will become effective immediately upon its execution and delivery by each party hereto. This Supplemental Indenture is a supplemental indenture within the meaning of Article 9 of the Indenture, and the Indenture shall be read together with this Supplemental Indenture and shall have the same effect over the Notes, in the same manner as if the provisions of the Indenture and this Supplemental Indenture were contained in the same instrument.

SECTION 5.2 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 5.3 Successors and Assigns.

All covenants and agreements in this Supplemental Indenture by the Company, the Notes Guarantors, the Trustee, the Calculation Agent, the Collateral Agent and the Holders shall bind their successors and assigns, whether so expressed or not.

SECTION 5.4 Severability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5.5 Benefits of Supplemental Indenture.

Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto, any authenticating agent, any Paying Agent, any Registrar, the Holders of Notes and each of their successors under the Indenture, as amended by this Supplemental Indenture, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

SECTION 5.6 Conflict.

In the event that there is a conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

SECTION 5.7 Governing Law.

THE LAWS OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

SECTION 5.8 Trustee.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Notes Guarantors.

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SECTION 5.9 Counterparts.

The parties may sign (by manual or electronic signature) any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

**[Signature page to follow]**

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed on the date and year first written above.

**PROFRAC HOLDINGS II, LLC,**  
as the Company

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PROFRAC HOLDINGS, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PF MANUFACTURING HOLDING, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PF SERVICES HOLDING, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PF TECH HOLDING, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

(Signature page to First Supplemental Indenture)

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**BEST PUMP AND FLOW, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**BEST PFP, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PROFRAC MANUFACTURING, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**FTS INTERNATIONAL MANUFACTURING, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**AG PSC FUNDING LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

(Signature page to First Supplemental Indenture)

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**F3 FUEL, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE HOLDINGS LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE COMPANY – WEST LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE I, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE COMPANY LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

(Signature page to First Supplemental Indenture)

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**PROFRAC SERVICES, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**FTS INTERNATIONAL SERVICES, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**REV ENERGY HOLDINGS, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**REV ENERGY SERVICES, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**U.S. WELL SERVICES HOLDINGS, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

(Signature page to First Supplemental Indenture)



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**USWS HOLDINGS LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**U.S. WELL SERVICES, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**USWS FLEET 10, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**USWS FLEET 11, LLC,**  
as a Notes Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

(Signature page to First Supplemental Indenture)

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**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,**  
as Trustee, Calculation Agent and Collateral Agent

By: /s/ Michael K. Herberger

Name: Michael K. Herberger

Title: Vice President

(Signature page to First Supplemental Indenture)

SECOND SUPPLEMENTAL INDENTURE  
TO BE DELIVERED BY SUBSEQUENT NOTES GUARANTORS

THIS SECOND SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of June 12, 2024, is among Advanced Stimulation Technologies, Inc., a Texas corporation (the “**New Guarantor**”), ProFrac Holdings II, LLC, a Texas limited liability company (the “**Company**”), and U.S. Bank Trust Company, National Association, as trustee, calculation agent and collateral agent under the Indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “**Indenture**”), dated as of December 27, 2023, providing for the issuance of Senior Secured Floating Rate Notes due 2029 (the “**Notes**”) of the Company;

WHEREAS, the Indenture provides that under certain circumstances the New Guarantor shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and therein (the “**Guarantee**”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee and the Company are authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The New Guarantor hereby jointly and severally with other Notes Guarantors, unconditionally guarantees all of the Company’s Obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article 10 of the Indenture and agrees to be bound by (and the New Guarantor shall be entitled to the benefits of) all other provisions of the Indenture applicable to a Notes Guarantor.

3. NO RECOURSE AGAINST OTHERS. No director, officer, partner, employee, incorporator, manager, shareholder or stockholder or other owner of Capital Stock of the Company or any Notes Guarantor, as such, will have any liability for any obligations of the Company or any Notes Guarantor under the Notes, the Indenture or the Notes Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

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5. COUNTERPARTS. The parties may sign (by manual, facsimile or other electronic signature) any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantor, the other Notes Guarantors and the Company.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

Dated: June 12, 2024

ADVANCED STIMULATION TECHNOLOGIES, INC., as the  
New Guarantor

By: /s/ Steven Scrogam  
Name: Steven Scrogam  
Title: Corporate Secretary

PROFRAC HOLDINGS II, LLC, as the Company

By: /s/ Steven Scrogam  
Name: Steven Scrogam  
Title: Corporate Secretary

Signature Page to Second Supplemental Indenture

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U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as  
Trustee, Calculation Agent and Collateral Agent

By: Michael K. Herberger  
Authorized Signatory

Signature Page to Second Supplemental Indenture

Schedules omitted pursuant to Item 601(b)(2) of Regulation S-K.

### EIGHTH AMENDMENT TO CREDIT AGREEMENT

THIS EIGHTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of June 10, 2024, relating to the Credit Agreement referred to below, is made by and among PROFRAC HOLDINGS II, LLC, a Texas limited liability company (the "Borrower"), PROFRAC HOLDINGS, LLC, a Texas limited liability company, ("Holdings"), the other Guarantors party hereto, each of the Lenders party hereto and JPMORGAN CHASE BANK, N.A., as the Agent and the Collateral Agent for the Lenders.

### RECITALS

WHEREAS, the Borrower, Holdings, the other Obligor from time to time party thereto, the Lenders from time to time party thereto, the Letter of Credit Issuers from time to time party thereto, the Swingline Lender, the Agent and the Collateral Agent are parties to that certain Credit Agreement dated as of March 4, 2022 (as amended by that certain First Amendment to Credit Agreement dated as of July 25, 2022, that certain Second Amendment to Credit Agreement dated as of November 1, 2022, that certain Third Amendment to Credit Agreement dated as of December 30, 2022, that certain Fourth Amendment to Credit Agreement dated as of February 23, 2023, that certain Fifth Amendment to Credit Agreement dated as of April 14, 2023, that certain Sixth Amendment to Credit Agreement dated as of September 29, 2023, and that certain Seventh Amendment to Credit Agreement dated as of December 27, 2023, and as further amended, supplemented, waived or otherwise modified from time to time immediately prior to the effectiveness of this Amendment, the "Existing Credit Agreement") and, as amended by this Amendment, and as further amended, restated, supplemented or otherwise modified from time to time after the effectiveness of this Amendment, the "Credit Agreement");

WHEREAS, the Borrower, as the "Company", Holdings and the other Guarantors party thereto, as the "Notes Guarantors", and U.S. Bank Trust Company, National Association, as trustee, calculation agent and collateral agent (the "Indenture Agent"), have entered into that certain Indenture, dated as of December 27, 2023 (as amended, restated, supplemented and otherwise modified from time to time prior to the date hereof, the "Existing Indenture"), providing for the issuance of the Borrower's Senior Secured Floating Rate Notes due 2029;

WHEREAS, the Borrower has advised the Agent and the Lenders that the Borrower desires to acquire, directly or indirectly, 100% of the issued and outstanding Stock in Advanced Stimulation Technologies, Inc., a Texas corporation ("AST"), pursuant to that certain Stock Purchase Agreement, dated as of May 2, 2024 (as executed, together with any other amendments, restatements, supplements or other modifications thereto in effect as of the Eighth Amendment Effective Date, and any other amendments, restatements, supplements or modifications thereto, or any waivers or consents thereunder after the Eighth Amendment Effective Date to the extent not prohibited by the Credit Agreement, the "AST Acquisition Agreement"), among AST, Autry C. Stephens, an individual residing in the State of Texas, as the "Seller" and Borrower, as the "Purchaser" (such transaction, the "AST Acquisition");

WHEREAS, in connection with the AST Acquisition, the Borrower has advised the Agent and the Lenders that the Borrower desires to issue an additional \$120 million aggregate principal

amount of Senior Secured Floating Rate Notes due 2029 pursuant to the terms of a supplement to the Existing Indenture (the “Additional Indenture Debt”);

WHEREAS, the Borrower has informed the Agent and Lenders that, in connection with, and to allow, the issuance of the Additional Indenture Debt, the Intercreditor Agreement, dated as of December 27, 2023, by and between the Collateral Agent, as “Initial ABL Collateral Agent”, the Indenture Agent, as “Initial Fixed Asset Collateral Agent” and acknowledged and agreed to by the Obligors party thereto, is being amended as of the Eighth Amendment Effective Date; and

WHEREAS, the Borrower and the other Obligors have requested that the Lenders party hereto and the Agent hereby agree to, among other things, (1) (a) permit the consummation of the AST Acquisition, (b) permit the Borrower to incur the Additional Indenture Debt and secure the Additional Indenture Debt in accordance with the terms of the Credit Agreement and the Initial Intercreditor Agreement (as amended by the First Amendment to Initial Intercreditor Agreement) and (c) amend the Existing Credit Agreement as further provided for herein, in each case, subject to the terms and conditions set forth herein, and (2) consent to the amendments to the Initial Intercreditor Agreement subject to the terms and conditions set forth in the First Amendment to Initial Intercreditor Agreement.

NOW THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto hereby covenant and agree as follows:

SECTION 1. Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Amendment, shall have the meaning ascribed to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Amendment refer to the Credit Agreement.

SECTION 2. Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, the Existing Credit Agreement shall be amended effective as of the Eighth Amendment Effective Date in the manner provided in this Section 2.

(a) Additional Definitions. Section 1.1 of the Existing Credit Agreement is hereby amended to add thereto in alphabetical order the following definitions, which shall read in full as follows:

“AST” means Advanced Stimulation Technologies, Inc., a Texas corporation.

“AST Acquisition” has the meaning given to such term in the Eighth Amendment.

“AST Acquisition Agreement” has the meaning given to such term in the Eighth Amendment.

“AST Acquisition Closing Date” means the date on which the AST Acquisition is consummated.



“AST Acquisition Documents” means the AST Acquisition Agreement and any other agreements, instruments and other documents related thereto or executed in connection therewith, together with (a) any amendment or other modification thereto in effect as of the Eighth Amendment Effective Date and (b) any other amendments, restatements, supplements or modifications thereto, or any waivers or consents thereunder after the Eighth Amendment Effective Date, in each case of this clause (b), to the extent not prohibited by Section 8.28(c)(iv).

“AST Real Property” means the Real Estate acquired in connection with the AST Acquisition and located at 6100 I-20 E, Midland, Texas 79706.

“AST Sale Leaseback Transaction” means any Sale Leaseback Transaction with respect to the AST Real Property; *provided* that (a) the lease with respect to such AST Sale Leaseback Transaction shall be on terms substantially as favorable to the Borrower or its Restricted Subsidiary, as applicable, as would be obtained by the Borrower or its Restricted Subsidiary, as applicable, at the time in a comparable arms’ length transaction with a Person other than an Affiliate (as determined by the Borrower in good faith), (b) the lease with respect to such AST Sale Leaseback Transaction shall not have a capitalization rate in excess of 12.00% per annum, and (c) Holdings, Borrower or any of their Restricted Subsidiaries consummating such AST Sale Leaseback Transaction shall receive in connection with the sale or transfer of the property subject thereto, cash consideration in an amount that does not in the aggregate exceed \$30,000,000 (not including any reasonable and documented out-of-pocket fees, costs and expenses incurred and/or assessed in connection with such AST Sale Leaseback Transaction).

“Eighth Amendment” means that certain Eighth Amendment to Credit Agreement, dated as of the Eighth Amendment Effective Date, among Borrower, Holdings, the other Guarantors party thereto, each of the Lenders party thereto, the Collateral Agent and the Agent.

“Eighth Amendment Effective Date” means June 10, 2024.

“First Amendment to Initial Intercreditor Agreement” means that certain Amendment No. 1 to Intercreditor Agreement, dated as of the Eighth Amendment Effective Date, between the Collateral Agent, as “Initial ABL Collateral Agent”, and the Indenture Agent, as “Initial Fixed Asset Collateral Agent”, and acknowledged and agreed to by Borrower, Holdings, and the other grantors party thereto.

(b) Amended and Restated Definition. The following definition contained in Section 1.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

“Loan Documents” means this Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Guarantee Agreement, the Security Documents, the Notes, the Fee

Letters, the Transactions with Affiliates Letter Agreement, any Intercreditor Agreement and any other agreements, instruments, and documents heretofore, now or hereafter evidencing, securing or guaranteeing any of the Obligations or any of the Collateral, in each case to which one or more Obligor is a party. For the avoidance of doubt, Hedge Agreement, Cash Management Documents and the Parent Guarantee shall not constitute Loan Documents.

(c) Amendments to the Definition of "Permitted Disposition" in the Existing Credit Agreement

(1) Clause (u) in the definition of "Permitted Disposition" in the Existing Credit Agreement is hereby amended to delete the word "and" after the semi-colon at the end of such clause.

(2) Clause (v) in the definition of "Permitted Disposition" in the Existing Credit Agreement is hereby amended to replace the period at the end of such clause with "; and".

(3) The definition of "Permitted Disposition" in the Existing Credit Agreement is hereby amended to add a new clause (w) immediately following clause (v) therein and such new clause (w) shall read in full as follows:

(w) the disposition on or about the AST Acquisition Closing Date of the AST Real Property pursuant to the AST Sale Leaseback Transaction.

(d) Amendments to the Definition of "Permitted Investments" in the Existing Credit Agreement

(1) Clause (mm) in the definition of "Permitted Investments" in the Existing Credit Agreement is hereby amended to delete the word "and" after the semi-colon at the end of such clause.

(2) Clause (nn) in the definition of "Permitted Investments" in the Existing Credit Agreement is hereby amended to replace the period at the end of such clause with "; and".

(3) The definition of "Permitted Investments" in the Existing Credit Agreement is hereby amended to add a new clause (oo) immediately following clause (nn) therein and such new clause (oo) shall read in full as follows:

(oo) the AST Acquisition, so long as (A) no Event of Default exists immediately prior to the consummation of the AST Acquisition or would arise as a result of consummating the AST Acquisition, (B) such acquisition is consummated in accordance with the terms of the AST Acquisition Documents (including the payment in full of, and termination of all Liens securing, the "Payoff Debt" (as such term is defined in the AST Acquisition Agreement)), (C) the Collateral and Guarantee Requirement is satisfied pursuant to Section 8.22, provided, however, that if any guaranty or security interest is provided in connection with the Indenture Documents which is also required to be provided pursuant to the Collateral and

Guarantee Requirement, such guaranty or security interest shall be provided pursuant to the Collateral and Guarantee Requirement concurrently therewith (it being understood and agreed that AST shall not be designated as an Excluded Subsidiary or an Unrestricted Subsidiary on the AST Acquisition Closing Date), (D) any new direct or indirect subsidiary acquired in connection with the AST Acquisition becomes a Wholly Owned Restricted Subsidiary on the AST Acquisition Closing Date, and (E) the AST Acquisition is consummated on or prior to August 31, 2024.

(e) Amendments to the Definition of “Permitted Liens” in the Existing Credit Agreement

(1) Clause (kk) in the definition of “Permitted Liens” in the Existing Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

(kk) Liens to secure transactions permitted by Section 8.18 so long as (i) such Lien attaches only to the assets sold in connection with such transaction and the proceeds thereof, and (ii) such Lien only secures the Debt that was incurred to acquire the assets leased in connection therewith or any Refinancing Debt in respect thereof;

(2) Clause (pp) in the definition of “Permitted Liens” in the Existing Credit Agreement is hereby amended to delete the word “and” after the semi-colon at the end of such clause.

(3) Clause (qq) in the definition of “Permitted Liens” in the Existing Credit Agreement is hereby amended to replace the period at the end of such clause with “; and”.

(4) The definition of “Permitted Liens” in the Existing Credit Agreement is hereby amended to add a new clause (rr) immediately following clause (qq) therein and such new clause (rr) shall read in full as follows:

(rr) Liens on property of AST existing on the AST Acquisition Closing Date and set forth on Schedule 8.16(a), *provided* that such Liens were in existence prior to the contemplation of the AST Acquisition and do not extend to any assets (other than replacements thereof, improvements, additions and accessions thereto and proceeds thereof and any receivables, contract rights or intangibles, in each case, related thereto and to the extent constituting property of AST) other than those of AST.

(f) Amendment to Definition of “Specified Payment” in the Existing Credit Agreement Clause (d) of the definition of “Specified Payment” in the Existing Credit Agreement is hereby amended by replacing the reference to “Section 8.18” therein with “Section 8.18(a) and Section 8.18(b) (and excluding, for the avoidance of doubt, the AST Sale Leaseback Transaction)”.

(g) Amendment to Section 6.2 of the Existing Credit Agreement. Section 6.2 of the Existing Credit Agreement is hereby amended to add a new clause (k), which shall read in full as follows:

(k) Promptly, and in any event within five (5) Business Days after the AST Acquisition Closing Date, notice of the occurrence of the AST Acquisition Closing Date and executed copies of the material AST Acquisition Documents not otherwise delivered to Agent on or prior to the Eighth Amendment Effective Date.

(h) Amendment to Section 8.12(w) of the Existing Credit Agreement. Section 8.12(w) of the Existing Credit Agreement is hereby amended and restated to read in full as follows:

(w) Attributable Indebtedness not to exceed \$40,000,000 incurred in connection with the AST Sale Leaseback Transaction;

(i) Amendment to Section 8.14 of the Existing Credit Agreement

(1) Section 8.14(n)(i) of the Existing Credit Agreement is hereby amended to move the word “and” located immediately in front of “ the Performance Proppants Acquisition, ” to immediately after such phrase and to add “ the AST Acquisition, ” immediately after such new location of “and”.

(2) Clause (w) of Section 8.14 in the Existing Credit Agreement is hereby amended to delete the word “and” after the semi-colon at the end of such clause.

(3) Clause (x) of Section 8.14 in the Existing Credit Agreement is hereby amended to replace the period at the end of such clause with “; and”.

(4) Section 8.14 of the Existing Credit Agreement is hereby amended to add a new clause (y) immediately following clause (x) therein and such new clause (y) shall read in full as follows:

(y) the AST Sale Leaseback Transaction.

(j) Amendments to Section 8.18 of the Existing Credit Agreement. Section 8.18 of the Existing Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

8.18 Sale Leaseback Transactions. The Borrower shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, enter into any Sale Leaseback Transaction (a) unless (i) such transfers are transfers of real property, equipment or other fixed or capital assets, (ii) such transfer occurs within ninety (90) days after the acquisition of such property by the Borrower or any such Restricted Subsidiary, (iii) the Specified Conditions have been satisfied before and after giving effect thereto, and (iv) such transfer would be permitted under clause (r) of the definition of “Permitted Disposition”, (b) other than the Permitted Sale Leaseback Transaction, which shall be subject to the conditions set forth in the definition thereof or (c) other than the AST Sale Leaseback Transaction, which shall be subject to the conditions set forth in the definition thereof.

(k) Amendments to Section 8.22(i) of the Existing Credit Agreement. Section 8.22(i)(A) of the Existing Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

(A) causing each such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to duly execute and deliver to the Agent and the Collateral Agent (x) a “Guaranty Agreement Supplement” referred to in the Guarantee Agreement guaranteeing the Obligations under the Loan Documents and (y) a “Security Agreement Supplement” referred to in the Security Agreement and any required Intellectual Property security agreements and other security agreements and documents or joinders or supplements thereto (consistent with the Security Agreement and other Security Documents in effect on the Seventh Amendment Effective Date), as reasonably requested by and in form and substance reasonably satisfactory to the Collateral Agent, in each case of this clause (y), granting the Collateral Agent’s Liens solely to the extent required pursuant to the Collateral and Guarantee Requirement (it being understood and agreed that the parties hereto agree that upon the execution and delivery of a “Security Agreement Supplement” referred to in the Security Agreement by any such Restricted Subsidiary, such “Security Agreement Supplement” shall modify this Agreement by adding such Restricted Subsidiary as a party to this Agreement as a Guarantor and such Restricted Subsidiary shall be deemed to be a party to this Agreement as a Guarantor);

(l) Amendments to Section 8.28(c) of the Existing Credit Agreement

(1) The first paragraph of Section 8.28(c) of the Existing Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

(c) Holdings and the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to amend, restate, supplement, modify or change in any manner, or enter into any waivers or consents, (i) after the Second Amendment Effective Date that is materially adverse to the interests of the Lenders with respect to any term or condition of the (A) Signal Peak Acquisition Documents and (B) U.S. Well Merger Documents, (ii) after the Third Amendment Effective Date that is materially adverse to the interests of the Lenders with respect to any term or condition of the (A) REV Energy Acquisition Documents and (B) Monarch Acquisition Documents, (iii) after the Fourth Amendment Effective Date that is materially adverse to the interests of the Lenders with respect to any term or condition of the Performance Proppants Acquisition Documents (it being understood and agreed that any amendment, supplement or other modification to any Performance Proppants Acquisition Documents to reflect that Alpine is the “Purchaser” thereunder, shall not be deemed to be materially adverse to the interests of the Lenders and such amendment or modification shall not require the consent of the Required Lenders so long as Alpine is an Obligor at such time) and (iv) after the Eighth Amendment Effective Date that is materially adverse to the interests of the Lenders with respect to any term or condition of the AST Acquisition

Documents, in each case of the foregoing clauses (i) through (iv), without the written consent of the Required Lenders.

(2) Section 8.28(c) of the Existing Credit Agreement is hereby amended to (A) delete the word “or” appearing at the end of sub-clause (2) therein, (B) add the word “or” immediately at the end of sub-clause (3) therein and (C) add a new paragraph (4) immediately following sub-clause (3) therein to read in full as follows:

(4) the AST Acquisition Documents that has the effect of (A) increasing the aggregate Permitted Acquisition Consideration of the AST Acquisition in an amount in excess of \$150,000,000 (other than increases resulting from closing date purchase price determinations and adjustments and post-closing purchase price determinations and adjustments, in each case, pursuant to the terms of the AST Acquisition Documents), (B) the Borrower not, directly or indirectly, acquiring (i) 100% of the Stock in AST and (ii) substantially all assets of AST and its subsidiaries, if any, in each case, on the AST Acquisition Closing Date and (C) other than with respect to any post-closing purchase price determinations and adjustments contemplated by the AST Acquisition Documents, deferring any portion of the purchase price (including any other earnout payments, contingent or otherwise) to after the AST Acquisition Closing Date;

(3) The last clause of Section 8.28(c) of the Existing Credit Agreement is hereby amended and restated to read in full as follows:

shall, in each case of the foregoing clauses (1) through (4), be deemed to be materially adverse to the interests of the Lender for purposes of this Section 8.28(c).

(m) New Schedule 8.16(a) to the Existing Credit Agreement. Schedule 8.16(a) attached hereto as Schedule 8.16(a) shall be deemed to be attached as Schedule 8.16(a) to the Existing Credit Agreement.

SECTION 3. Conditions to Effectiveness. This Amendment shall become effective on the first date when, and only when, each of the conditions set forth below shall have been satisfied or waived in accordance with the terms herein (such date, the “Eighth Amendment Effective Date”):

(a) the Agent shall have received duly executed counterparts of this Amendment by the Borrower, Holdings, the Guarantors and the Required Lenders;

(b) the Agent shall have received all fees and amounts due and payable on or prior to the Eighth Amendment Effective Date to the extent invoiced at least two (2) Business Days prior to the Eighth Amendment Effective Date, including reimbursement or payment of all reasonable and documented or invoiced out-of-pocket costs and expenses associated with this Amendment, with such costs and expenses to be limited to the Attorney Costs;

(c) the Agent shall have received (i) for the account of each Lender that has provided an executed counterpart to this Amendment, a consent fee in an amount equal to five basis points (0.05%) of the aggregate amount of each such Lender’s Revolving Credit

Commitment in effect immediately after giving effect to this Amendment, which fees shall be deemed due and payable upon the Eighth Amendment Effective Date and (ii) such other fees as set forth in that certain letter agreement dated as of June 10, 2024, between Agent and the Borrower;

(d) the Agent and Lenders shall have received true, correct and complete copies of the AST Acquisition Agreement and all amendments, modifications and supplements thereto in existence as of the Eighth Amendment Effective Date;

(e) substantially concurrently with the execution of this Amendment, the Agent shall have received a copy of the executed First Amendment to Initial Intercreditor Agreement, in form and substance reasonably satisfactory to the Agent and the Required Lenders (the "First Amendment to Initial Intercreditor Agreement");

(f) no Default or Event of Default shall have occurred and be continuing or shall result, in each case, immediately after giving effect to this Amendment and the First Amendment to Initial Intercreditor Agreement;

(g) the Agent shall have received such other documents as the Agent or counsel to the Agent has reasonably requested at least three (3) Business Days prior to the Eighth Amendment Effective Date.

By executing and delivering its signature page to this Amendment, each Lender acknowledges and agrees that the conditions precedent set forth in this Section 3 have been satisfied.

SECTION 4. Representations and Warranties of the Obligors. To induce the Agent and the Lenders party hereto to enter into this Amendment, each of the Borrower, Holdings and the other Obligors hereby represents and warrants to the Agent and each Lender that as of the Eighth Amendment Effective Date:

(a) (1) Holdings and each other Obligor party to this Amendment has the power and authority to execute, deliver and perform this Amendment, (2) Holdings and each other Obligor party to this Amendment have taken all necessary limited liability company action to authorize the execution and delivery of this Amendment and performance of the Existing Credit Agreement, as amended by this Amendment, (3) this Amendment has been duly executed and delivered by Holdings and each other Obligor party hereto and constitutes the legal, valid and binding obligations of such Person, enforceable against such Person in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, winding up, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at Law) and an implied covenant of good faith and fair dealing and (4) Holdings' and each other Obligor's execution and delivery of this Amendment, and performance of the Existing Credit Agreement, as amended by this Amendment, do not, after giving effect to this Amendment and the First Amendment to Initial Intercreditor Agreement, (i) conflict with, or constitute a violation or breach of, the terms of (A) any contract, mortgage, lease, agreement, indenture, or instrument to which such Person is a party or which is binding upon it, (B) any Requirement of Law applicable to such

Person or (C) any Charter Documents of such Person, in each case under clauses (A), (B) and (C), in any respect that would reasonably be expected to have a Material Adverse Effect with respect to such Person or (ii) result in the imposition of any Lien (other than the Liens created by the Security Documents or other Permitted Liens) upon the property of Holdings, any other Obligor or any of Holdings' Restricted Subsidiaries by reason of any of the foregoing;

(b) no Default or Event of Default has occurred and is continuing or would occur, in each case, after giving effect to this Amendment and the First Amendment to Initial Intercreditor Agreement;

(c) no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, Holdings or any of its Restricted Subsidiaries of this Amendment other than where failure to obtain, effect or make any such approval, consent, exemption, authorization, or other action, notice or filing would not reasonably be expected to have a Material Adverse Effect; and

(d) after giving effect to this Amendment and the First Amendment to Initial Intercreditor Agreement, the representations and warranties of Holdings and each of its Restricted Subsidiaries contained in the Credit Agreement and each other Loan Document are true and correct in all material respects (and any representation and warranty that is qualified as to materiality or Material Adverse Effect is true and correct in all respects) on and as of the Eighth Amendment Effective Date as though made on and as of such date, other than any such representation or warranty which relates to a specified prior date, in which case such representations and warranties were true and correct in all material respects as of such prior date.

SECTION 5. Expenses. The Borrower hereby confirms its obligation to pay all reasonable and documented or invoiced out-of-pocket costs and expenses incurred by the Agent in connection with this Amendment, in each case, pursuant to Section 14.7 of the Credit Agreement.

SECTION 6. Permitted Business. Each of the parties to this Amendment hereby agrees that the business of AST shall be deemed to satisfy Section 8.15 of the Credit Agreement.

SECTION 7. No Other Amendments or Waivers; Reaffirmation of the Obligors

(a) Except as expressly provided herein and in the First Amendment to Initial Intercreditor Agreement and in any other Loan Document executed in connection with the AST Acquisition on or prior to the Eighth Amendment Effective Date, (i) the Credit Agreement and the other Loan Documents shall be unmodified and shall continue to be in full force and effect in accordance with their terms, (ii) the consents and agreements of the Agent and the Lenders set forth herein shall be limited strictly as written and shall not constitute a consent or agreement to any transaction not specifically described in connection with any such consent and/or agreement, and (iii) this Amendment shall not be deemed a waiver of any term or condition of any Loan Document and shall not be deemed to prejudice any right or rights which the Agent or any Lender may now have or may have in the future under or in connection with any Loan Document or any



of the instruments or agreements referred to therein, as the same may be amended from time to time.

(b) Each of the Borrower, Holdings and the other Obligors hereby confirms and agrees that, notwithstanding the effectiveness of this Amendment, each Loan Document to which such Obligor is a party is, and the obligations of such Obligor contained in the Credit Agreement (as amended by this Amendment) or in any other Loan Document to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, in each case as modified by this Amendment. For greater certainty and without limiting the foregoing, each of the Borrower, Holdings and the other Obligors hereby confirms that the existing security interests granted by such Obligor in favor of the Secured Parties pursuant to the Loan Documents in the Collateral described therein shall continue to secure the Obligations as and to the extent provided in the Loan Documents.

SECTION 8. Authorization and Consent to Intercreditor Arrangements. By executing this Amendment, each Lender party hereto hereby consents to the First Amendment to Initial Intercreditor Agreement and authorizes and directs the Collateral Agent to execute and deliver the First Amendment to Initial Intercreditor Agreement on the Eighth Amendment Effective Date.

SECTION 9. No Reliance, Etc. For the avoidance of doubt, and without limitation of any other provisions of the Credit Agreement or the other Loan Documents, JPMorgan, in its capacity as Agent, shall be entitled to the benefits of Sections 13.3, 13.4 and 14.18 of the Credit Agreement as if such provisions were set forth in full herein *mutatis mutandis*.

SECTION 10. Amendment, Modification and Waiver. This Amendment may not be amended, modified or waived except in accordance with Section 12.1 of the Credit Agreement.

SECTION 11. Integration; Effect of Modifications. This Amendment represents the entire agreement of Holdings, the Borrower, the other Obligors, the Agent, the Collateral Agent and the Lenders party hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party hereto relative to the subject matter hereof not expressly set forth or referred to herein or in any other Loan Document. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any party under, the Credit Agreement, nor alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. It is understood and agreed that each reference in each Loan Document to the Credit Agreement, whether direct or indirect, shall hereafter be deemed to be a reference to the Credit Agreement as modified hereby and that this Amendment is a Loan Document.

SECTION 12. **GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVERS; PROCESS AGENTS.** THIS AMENDMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. SECTION 14.3 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE

INTO THIS AMENDMENT AS IF SUCH PROVISION WERE SET FORTH IN FULL HEREIN *MUTATIS MUTANDIS* AND SHALL APPLY HERETO.

SECTION 13. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION 13 AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AMENDMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AMENDMENT.

SECTION 14. Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment, the Credit Agreement, or any instrument or agreement required hereunder.

SECTION 15. Counterparts. This Amendment may be executed in any number of counterparts, and by each party hereto in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or other electronic transmission (e.g., a “pdf”, “tif” or similar format by electronic mail) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. The Agent may require that any such documents and signatures be confirmed by a manually-signed original thereof, provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or other electronic signature.

*[Remainder of Page Intentionally Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Amendment as of the date first written above.

**PROFRAC HOLDINGS, LLC,**  
as Holdings

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PROFRAC HOLDINGS II, LLC,**  
as the Borrower

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

[SIGNATURE PAGE TO EIGHTH AMENDMENT TO CREDIT AGREEMENT – PROFRAC HOLDINGS II, LLC]

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**PF MANUFACTURING HOLDING, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**BEST PUMP AND FLOW, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**BEST PFP, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PROFRAC MANUFACTURING, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**FTS INTERNATIONAL MANUFACTURING, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**AG PSC FUNDING LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

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**F3 FUEL, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

[SIGNATURE PAGE TO EIGHTH AMENDMENT TO CREDIT AGREEMENT – PROFRAC HOLDINGS II, LLC]

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**PF SERVICES HOLDING, LLC,** as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PROFRAC SERVICES, LLC,** as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**FTS INTERNATIONAL SERVICES, LLC,** as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE HOLDINGS LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE COMPANY – WEST LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**PRODUCERS SERVICE I, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

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**PRODUCERS SERVICE COMPANY LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

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**REV ENERGY HOLDINGS, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**REV ENERGY SERVICES, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

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**U.S. WELL SERVICES HOLDINGS, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**USWS HOLDINGS LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**U.S. WELL SERVICES, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**USWS FLEET 10, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

**USWS FLEET 11, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

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**PF TECH HOLDING, LLC,**  
as a Guarantor

By: /s/ Lance Turner  
Name: Lance Turner  
Title: Chief Financial Officer

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**JPMORGAN CHASE BANK, N.A.,**  
as the Agent, Collateral Agent and a Lender

By: /s/ Dalton Harris  
Name: Dalton Harris  
Title: Authorized Officer

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**BANK OF AMERICA, N.A.,**  
as a Lender

By: /s/ Tanner J. Pump  
Name: Tanner J. Pump  
Title: Senior Vice President

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**FIFTH THIRD BANK, NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ James G. Zamborsky

Name: James G. Zamborsky

Title: Vice President

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**WEBSTER BUSINESS CREDIT A DIVISION OF  
WEBSTER BANK, N.A.,**  
as a Lender

By: /s/ Marc Postiglione

Name: Marc Postiglione

Title: Director

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**BOKF, N.A., DBA BOK FINANCIAL,**  
as a Lender

By: /s/ Mary Frances Bond

Name: Mary Frances Bond

Title: Vice President

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