

**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 March 31, 2026

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

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission File No. 001-37917

Mammoth Energy Services, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

32-0498321

(I.R.S. Employer
Identification No.)

14201 Caliber Drive, Suite 300

Oklahoma City, Oklahoma

(Address of principal executive offices)

(405) 608-6007

(Registrant's telephone number, including area code)

73134

(Zip Code)

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

Title of each class

Common Stock

Trading Symbol(s)

TUSK

Name of each exchange on which registered

The Nasdaq Stock Market LLC
NASDAQ Global Select Market

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 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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period 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

As of May 6, 2026, there were 48,170,647 shares of common stock, \$0.01 par value, outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Various statements contained in this report that express a belief, expectation, or intention, or that are not statements of historical fact, are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, or the Exchange Act. In particular, the factors discussed in this report and detailed under Part II, Item 1A. Risk Factors in this report and our Annual Report on Form 10-K for the year ended December 31, 2025 could affect our actual results and cause our actual results to differ materially from expectations, estimates or assumptions expressed, forecasted or implied in such forward-looking statements.

Forward-looking statements may include statements about:

- the levels of capital expenditures by our customers and the impact on utilization and pricing for our services;
- the volatility of oil and natural gas prices and actions by OPEC members and other oil exporting nations, or OPEC+, affecting commodity price and production levels;
- employee retention and increasingly competitive labor market;
- general economic, business or industry conditions and concerns over a potential economic slowdown or recession;
- conditions in the capital, financial and credit markets;
- conditions of U.S. oil and natural gas industry and the effect of U.S. energy, monetary and trade policies;
- U.S. and global economic conditions and political and economic developments, including the energy and environmental policies;
- inflationary pressure on the cost of services, equipment and other goods in our industries and other sectors;
- our ability to comply with the applicable financial covenants and other terms and conditions under our revolving credit facility;
- our ability to execute our business and financial strategies;
- our plans with respect to any stock repurchases under the board of directors' authorized stock repurchase program;
- our ability to continue to grow our infrastructure services segment;
- any loss of one or more of our significant customers and its impact on our revenue, financial condition and results of operations;
- obsolescence of, or changes in overall demand for, our aircraft and flight equipment;
- asset impairments;
- our ability to identify, complete and integrate acquisitions of assets or businesses;
- our ability to receive, or delays in receiving, permits and governmental approvals and/or payments, and to comply with applicable governmental laws and regulations;
- the failure to receive or delays in receiving the remaining payment under the settlement agreement with the Puerto Rico Electric Power Authority, or PREPA;
- the outcome or settlement of our litigation matters discussed in this report on our financial condition and cash flows;
- any future litigation, indemnity or other claims;
- regional supply and demand factors, delays or interruptions of production, and any governmental order, rule or regulation that may impose production limits on our customers;
- sustained weakness in the natural gas basins in which we operate and adverse impact on demand for our oilfield and natural sand proppant services;
- shortages, delays in delivery and interruptions in supply of major components, replacement parts, or other equipment, supplies or materials;
- changes in U.S. and foreign trade regulations and tariffs, including potential increases of tariffs on goods imported into the U.S., and uncertainty regarding the same;
- extreme weather conditions, wild fires and other natural disasters in areas where we provide our services;
- access to and restrictions on use of sourced or produced water;
- advances in technology;
- civil unrest, war, military conflicts or terrorist attacks;
- cyberattacks and any resulting loss of information;
- competition within the energy services industry;
- payment of any future dividends;
- future operating results; and
- capital expenditures and other plans, objectives, expectations and intentions.

All of these types of statements, other than statements of historical fact included in this quarterly report, are forward-looking statements. These forward-looking statements may be found in the "Business," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and other sections of this quarterly report. In some

cases, you can identify forward-looking statements by terminology such as “may,” “will,” “could,” “should,” “would,” “expect,” “plan,” “project,” “budget,” “intend,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” “pursue,” “target,” “seek,” “objective,” “continue,” “will be,” “will benefit,” or “will continue,” the negative of such terms or other comparable terminology.

The forward-looking statements contained in this report are largely based on our expectations, which reflect estimates and assumptions made by our management. These estimates and assumptions reflect our best judgment based on currently known market conditions and other factors, which are difficult to predict and many of which are beyond our control. Although we believe such estimates and assumptions to be reasonable, they are inherently uncertain and involve a number of risks and uncertainties that are beyond our control. In addition, our management’s assumptions about future events may prove to be inaccurate. Our management cautions all readers that the forward-looking statements contained in this report are not guarantees of future performance, and we cannot assure any reader that such statements will be realized or the forward-looking events and circumstances will occur. Actual results may differ materially from those anticipated or implied in the forward-looking statements due to many factors including those described in our Annual Report on Form 10-K for the year ended December 31, 2025 and Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this report. All forward-looking statements speak only as of the date of this report. We do not intend to publicly update or revise any forward-looking statements as a result of new information, future events or otherwise. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf.

MAMMOTH ENERGY SERVICES, INC.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

MAMMOTH ENERGY SERVICES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)

ASSETS	March 31, 2026	December 31, 2025
(in thousands, except share data)		
CURRENT ASSETS		
Cash and cash equivalents	\$ 92,717	\$ 101,987
Marketable securities	32,447	19,635
Restricted cash	12,097	12,085
Accounts receivable, net	34,739	28,934
Inventories	3,194	4,083
Current assets held for sale	4,333	4,287
Other current assets	3,895	4,619
Current assets of discontinued operations	1,363	1,518
Total current assets	184,785	177,148
Property, plant and equipment, net	113,228	106,097
Sand reserves, net	39,613	39,613
Operating lease right-of-use assets	2,043	2,591
Other non current assets	5,061	5,767
Noncurrent assets of discontinued operations	6	3,678
Total assets	\$ 344,736	\$ 334,894
LIABILITIES AND EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 14,412	\$ 9,327
Accrued expenses and other current liabilities	18,016	18,336
Current operating lease liabilities	1,619	2,071
Income taxes payable	40,931	39,899
Current liabilities of discontinued operations	295	383
Total current liabilities	75,273	70,016
Deferred income tax liabilities	2,686	2,430
Long-term operating lease liabilities	1,047	1,375
Asset retirement obligations	2,770	2,759
Other long-term liabilities	11	26
Total liabilities	81,787	76,606
COMMITMENTS AND CONTINGENCIES (Note 18)		
EQUITY		
Equity:		
Common stock, \$0.01 par value, 200,000,000 shares authorized, 48,170,647 and 48,358,315 issued and outstanding at March 31, 2026 and December 31, 2025, respectively	481	483
Additional paid-in capital	540,435	540,841
Accumulated deficit	(273,859)	(279,046)
Accumulated other comprehensive loss	(4,108)	(3,990)
Total equity	262,949	258,288
Total liabilities and equity	\$ 344,736	\$ 334,894

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

MAMMOTH ENERGY SERVICES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
REVENUE		
	(in thousands, except per share amounts)	
Services revenue	\$ 11,170	\$ 4,814
Services revenue - related parties	496	78
Product revenue	10,364	6,739
Total revenue	22,030	11,631
COST, EXPENSES AND GAINS		
Services cost of revenue (exclusive of depreciation, depletion, amortization and accretion of \$3,041 and \$ 1,206 for the three months ended March 31, 2026 and 2025, respectively)	6,254	4,495
Services cost of revenue - related parties	—	96
Product cost of revenue (exclusive of depreciation, depletion, amortization and accretion of \$ 429 and \$877 for the three months ended March 31, 2026 and 2025, respectively)	10,253	5,476
Selling, general and administrative	3,596	4,116
Depreciation, depletion, amortization and accretion	3,470	2,083
Gains on disposal of assets, net	(674)	(3,472)
Total cost, expenses and gains, net	22,899	12,794
Operating loss	(869)	(1,163)
OTHER INCOME (EXPENSE)		
Interest income, net	514	85
Unrealized gain on marketable securities, net	7,103	—
Other (expense) income, net	(609)	(333)
Total other income (expense), net	7,008	(248)
Net income (loss) from continuing operations before income taxes	6,139	(1,411)
Provision for income taxes	1,455	838
Net income (loss) from continuing operations	4,684	(2,249)
Net income from discontinued operations, net of income taxes	503	1,712
Net income (loss)	\$ 5,187	\$ (537)
OTHER COMPREHENSIVE INCOME (LOSS)		
Foreign currency translation adjustment	\$ (118)	\$ 19
Other comprehensive (loss) income	(118)	19
Comprehensive income (loss)	\$ 5,069	\$ (518)
Net income (loss) per share from continuing operations, basic and diluted (Note 14)	\$ 0.10	\$ (0.05)
Net income per share from discontinued operations, basic and diluted (Note 14)	0.01	0.04
Net income (loss) per share, basic and diluted (Note 14)	\$ 0.11	\$ (0.01)
Weighted average number of shares outstanding, basic and diluted (Note 14)	48,330	48,150

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

MAMMOTH ENERGY SERVICES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(unaudited)

Three Months Ended March 31, 2026						
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount				
	(in thousands)					
Balance at December 31, 2025	48,358 \$	483 \$	540,841 \$	(279,046) \$	(3,990) \$	258,288
Common stock repurchased and retired	(188)	(2)	(406)	—		(408)
Net income	—	—	—	5,187	—	5,187
Other comprehensive loss	—	—	—	—	(118)	(118)
Balance at March 31, 2026	48,170 \$	481 \$	540,435 \$	(273,859) \$	(4,108) \$	262,949

Three Months Ended March 31, 2025						
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount				
	(in thousands)					
Balance at December 31, 2024	48,127 \$	481 \$	540,431 \$	(283,643) \$	(4,451) \$	252,818
Stock based compensation	—	—	211	—	—	211
Net loss	—	—	—	(537)	—	(537)
Other comprehensive income	—	—	—	—	19	19
Balance at March 31, 2025	48,127 \$	481 \$	540,642 \$	(284,180) \$	(4,432) \$	252,511

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

MAMMOTH ENERGY SERVICES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Three Months Ended March 31,	
	2026	2025
	(in thousands)	
Cash flows from operating activities:		
Net income (loss)	\$ 5,187	\$ (537)
Less: Net income from discontinued operations, net of income taxes	503	1,712
Net income (loss) from continuing operations	4,684	(2,249)
Adjustments to reconcile net income (loss) from continuing operations to net cash used in operating activities:		
Stock based compensation	—	211
Depreciation, depletion, amortization and accretion	3,470	2,083
Amortization of debt origination costs	177	177
Gains on disposal of assets, net	(674)	(3,472)
Gains from sale of aviation equipment	(700)	—
Unrealized gain on marketable securities, net	(7,103)	—
Other	768	(140)
Changes in assets and liabilities:		
Accounts receivable, net	(5,828)	3,543
Inventories	889	144
Other current assets	1,272	2,368
Accounts payable	193	411
Accrued expenses and other liabilities	(934)	(4,416)
Income taxes payable	1,035	874
Net cash used in operating activities from continuing operations	(2,751)	(466)
Net cash (used in) provided by operating activities from discontinued operations	(281)	3,177
Net cash (used in) provided by operating activities	(3,032)	2,711
Cash flows from investing activities:		
Purchases of property, plant and equipment	(11,706)	(462)
Proceeds from disposal of property, plant and equipment	573	3,692
Proceeds from sale of aviation equipment	6,500	—
Purchases of marketable securities	(6,041)	—
Distributions of marketable securities	331	—
Net cash (used in) provided by investing activities from continuing operations	(10,343)	3,230
Net cash provided by (used in) investing activities from discontinued operations	4,581	(6,223)
Net cash used in investing activities	(5,762)	(2,993)
Cash flows from financing activities:		
Principal payments on financing leases and equipment financing notes	(61)	(126)
Common stock repurchased and retired	(404)	—
Net cash used in financing activities from continuing operations	(465)	(126)
Net cash used in financing activities from discontinued operations	—	(3,672)
Net cash used in financing activities	(465)	(3,798)
Effect of foreign exchange rate on cash	(8)	5
Net decrease in cash, cash equivalents and restricted cash	(9,267)	(4,075)
Cash, cash equivalents and restricted cash at beginning of period	114,124	82,326
Cash, cash equivalents and restricted cash at end of period	104,857	78,251
Less: Cash, cash equivalents and restricted cash of discontinued operations at end of period	43	2,202
Cash, cash equivalents and restricted cash of continuing operations	\$ 104,814	\$ 76,049

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
	(in thousands)	
Supplemental disclosure of cash flow information for continuing operations:		
Cash paid for interest	\$ 50	\$ 162
Cash paid for income taxes, net of refunds received	\$ 88	\$ 107
Supplemental disclosure of non-cash transactions for continuing operations:		
Purchases of property, plant and equipment included in accounts payable and accrued expenses	\$ 5,295	\$ 48
Right-of-use assets obtained for financing lease liabilities	\$ (25)	\$ —

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

1. Organization and Nature of Business

Mammoth Energy Services, Inc. (“Mammoth” or the “Company”), together with its subsidiaries, is an integrated, growth-oriented company focused on providing products and services to our customers primarily in the oil and natural gas, aviation and utility infrastructure industries in North America. Mammoth’s suite of services includes rental services and aviation sales, infrastructure services, natural sand proppant services, accommodation services and drilling services. The Company’s rental services and aviation sales include a wide range of equipment used in oilfield, construction and aviation activities. The Company’s infrastructure services include providing fiber optic services to the utility infrastructure industry. The Company’s natural sand proppant services include mining, processing and selling natural sand proppant used for hydraulic fracturing. The Company’s accommodation services include housing, kitchen and dining, and recreational service facilities for workers located in remote areas away from readily available lodging. The Company’s drilling services includes providing directional drilling to oilfield operators. The Company was incorporated in Delaware in June 2016.

On April 11, 2025, the Company completed a transaction to sell a portion of its infrastructure services entities, including its distribution, transmission and substation operations, for aggregate proceeds of \$108.7 million, subject to customary post-closing adjustments. Additionally, on June 16, 2025, the Company sold all of the equipment previously used in its hydraulic fracturing services for \$15.0 million. Additionally, on December 2, 2025, the Company completed a transaction to sell its engineering business for \$30.0 million. These transactions reflect a strategic shift in the Company’s business. Results of operations, financial position and cash flows for these services are reported as discontinued operations for all periods presented and discussed in this report. Refer to Note 3 for further information.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its subsidiaries and the variable interest entities (“VIE”) for which the Company is the primary beneficiary. See Note 11 for additional information regarding these entities. All intercompany accounts and transactions have been eliminated.

This report has been prepared in accordance with the rules and regulations of the Securities and Exchange Commission, and reflects all adjustments, which in the opinion of management are necessary for the fair presentation of the results for the interim periods, on a basis consistent with the annual audited consolidated financial statements. All such adjustments are of a normal, recurring nature. Certain information, accounting policies and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) have been omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading.

Unless otherwise indicated, information in these notes to unaudited condensed consolidated financial statements relates to continuing operations. Certain of our operations have been presented as discontinued. See Note 3 for further information.

These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and the summary of significant accounting policies and notes thereto included in the Company’s most recent Annual Report on Form 10-K.

Reclassifications

Certain prior period balances in the unaudited condensed consolidated balance sheets and notes to the unaudited condensed consolidated financial statements have been combined or reclassified to conform to current period presentation. There was no impact on previously reported total assets, total liabilities, net income (loss) or equity for the periods presented.

Cash, Cash Equivalents and Restricted Cash

All highly liquid investments with an original maturity of three months or less are considered cash equivalents. Restricted cash at March 31, 2026 and December 31, 2025 consisted of amounts held in escrow related to the sale of certain of our infrastructure subsidiaries as discussed in Note 3.

MAMMOTH ENERGY SERVICES, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following table provides a reconciliation of “cash and cash equivalents” and “restricted cash” reported on the unaudited condensed consolidated balance sheets that sum to the total of the same such amounts shown on the unaudited condensed consolidated statements of cash flows (in thousands):

	<u>March 31,</u> <u>2026</u>	<u>December 31,</u> <u>2025</u>
Cash and cash equivalents	\$ 92,717	\$ 101,987
Restricted cash	12,097	12,085
Total cash, cash equivalents and restricted cash shown in the unaudited condensed consolidated statements of cash flows	<u>\$ 104,814</u>	<u>\$ 114,072</u>

Marketable Securities

The Company considers all of its marketable publicly held securities as available for use in current operations, and therefore classifies these securities within current assets on the unaudited condensed consolidated balance sheets. Securities are carried at fair value, with the change in unrealized gains and losses, net of tax, reported within “unrealized gains on marketable securities, net” on the unaudited condensed consolidated statements of operations and comprehensive income (loss) until realized.

Accounts Receivable, net

Accounts receivable include amounts due from customers for services performed or goods sold. The Company grants credit to customers in the ordinary course of business and generally does not require collateral. Prior to granting credit to customers, the Company analyzes the potential customer’s risk profile by utilizing a credit report, analyzing macroeconomic factors and using its knowledge of the industry, among other factors. Customer balances are generally considered delinquent if unpaid by the due date, which generally ranges from 30 to 60 days following the invoice date, and credit privileges may be revoked if balances remain unpaid. Interest on delinquent trade accounts receivable is recognized in “other (expense) income”, net on the unaudited condensed consolidated statements of operations and comprehensive income (loss) when chargeable and collectability is reasonably assured.

The Company regularly reviews receivables and provides for expected losses through an allowance for expected credit losses. In evaluating the level of established reserves, the Company makes judgments regarding its customers’ ability to make required payments, economic events and other factors. As the financial condition of customers changes, circumstances develop, or additional information becomes available, adjustments to the allowance for expected credit losses may be required. In the event the Company expects that a customer may not be able to make required payments, the Company would increase the allowance through a charge to income in the period in which that determination is made. If it is determined that previously reserved amounts are collectible, the Company would decrease the allowance through a credit to income in the period in which that determination is made. Uncollectible accounts receivable are periodically charged against the allowance for expected credit losses once a final determination is made regarding their collectability.

Following is a rollforward of the changes in our allowance for expected credit losses for the three months ended March 31, 2026 (in thousands):

Balance, December 31, 2025	\$ 170,937
Change in provision for expected credit losses before recoveries	—
Recoveries of receivables previously charged to credit loss expense	(5)
Write-offs charged against the provision	5
Balance, March 31, 2026	<u>\$ 170,937</u>

The Company has made specific reserves consistent with Company policy which resulted in additions to allowance for expected credit losses totaling \$0.1 million for the three months ended March 31, 2025. There were no additions to allowance for expected credit losses for the three months ended March 31, 2026. These additions were charged to credit loss expense, which is included in “selling, general and administrative” on the unaudited condensed consolidated statements of operations and comprehensive income (loss) and other expense, which is included in “other (expense) income, net” on the unaudited condensed consolidated statements of operations and comprehensive income (loss) based on the factors described above.

MAMMOTH ENERGY SERVICES, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

PREPA

During the period October 2017 through March 2019, the Company provided infrastructure services in Puerto Rico under master services agreements entered into by Cobra Acquisitions LLC (“Cobra”), one of the Company’s subsidiaries, with the Puerto Rico Electric Power Authority (“PREPA”) to perform repairs to PREPA’s electrical grid as a result of Hurricane Maria. PREPA is currently subject to bankruptcy proceedings, which were filed in July 2017 and are currently pending in the United States District Court for the District of Puerto Rico (the “Title III Court”). On July 22, 2024, Cobra entered into a release and settlement agreement with PREPA and the Financial Oversight and Management Board for Puerto Rico (the “FOMB”), in its capacity as Title III representative for PREPA, to settle all outstanding matters between Cobra and PREPA (the “Settlement Agreement”). Pursuant to the terms of the Settlement Agreement, PREPA paid Cobra approximately \$168.4 million in 2024 and, as of March 31, 2026, PREPA owes Cobra \$20.0 million, which is payable within seven days following the effective date of PREPA’s plan of adjustment in its bankruptcy proceedings.

Complete performance of the Settlement Agreement is not met until PREPA satisfies the remaining \$20.0 million payment. Therefore, the Company recorded \$170.7 million as an allowance for expected credit losses as a result of the Settlement Agreement during 2024. Refer to the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, previously filed with the SEC for more information regarding the Settlement Agreement.

Concentrations of Credit Risk and Significant Customers

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents in excess of federally insured limits, marketable securities and trade receivables. Following is a summary of our significant customers based on percentages of total accounts receivable, net balances at March 31, 2026 and December 31, 2025 and percentages of total revenue derived for the three months ended March 31, 2026 and 2025:

	REVENUE		ACCOUNTS RECEIVABLE, NET	
	Three Months Ended March 31,		At March 31,	At December 31,
	2026	2025	2026	2025
Customer A ^(a)	35 %	— %	3 %	— %
Customer B ^(b)	10 %	23 %	4 %	4 %
Customer C ^(a)	4 %	11 %	3 %	2 %
Customer D ^(b)	— %	14 %	— %	— %
Customer E ^(b)	— %	13 %	— %	— %
Customer F ^(c)	— %	12 %	— %	5 %
Customer G ^(d)	— %	— %	58 %	69 %

- (a) Revenue and the related accounts receivable balances earned from Customer A and C were derived from the Company’s rental services segment.
- (b) Revenue and the related accounts receivable balances earned from Customer B, D and E were derived from the Company’s natural sand proppant services segment.
- (c) Revenue and the related accounts receivable balances earned from Customer F were derived from the Company’s accommodations services segment.
- (d) The accounts receivable balance with Customer G was derived from the Company’s other services.

Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs.

The fair value hierarchy is based on three levels of input, of which the first two are considered observable and the last unobservable, that may be used to measure fair value. 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 measurements in its entirety requires judgment and may affect the valuation of the assets and liabilities being measured and their placement within the fair value hierarchy. The Company uses appropriate valuation techniques based on available inputs to measure the fair values of its assets and liabilities.

Level 1 - Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities in active markets as of the reporting date.

MAMMOTH ENERGY SERVICES, INC.
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Level 2 - Observable market-based inputs or unobservable inputs that are corroborated by market data. These are inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 - Unobservable inputs that are not corroborated by market data and may be used with internally developed methodologies that result in management's best estimate of fair value.

There were no transfers into, or out of, the three levels of fair value hierarchy for the three months ended March 31, 2026 and 2025.

The Company's financial instruments consist of cash and cash equivalents, marketable securities, restricted cash, accounts receivable, accounts payable as well as financing and operating lease obligations and financed insurance premium obligations. The carrying values of cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximated fair value on March 31, 2026 and December 31, 2025 due to their short-term nature. The carrying values of amounts outstanding under financing and operating lease obligations and financed insurance premium obligations approximated fair value on March 31, 2026 and December 31, 2025, as the effective borrowing rates approximated market rates.

Recurring Measurements

The fair value of the Company's cash equivalents and marketable securities are measured on a recurring basis are carried at estimated fair value. Cash equivalents consist of money market accounts and treasury bills which the Company has classified as Level 1 given the active market for these assets. Marketable securities are presented and are also classified as Level 1 due to their quoted prices in active markets. At March 31, 2026 and December 31, 2025, the Company had cash equivalents and marketable securities measured at fair value of \$115.5 million and \$113.6 million, respectively.

Nonrecurring Measurements

The Company estimates fair value to perform impairment tests on long-lived assets including property, plant and equipment. The inputs used to determine such fair value may be based on internally developed cash flow models or market appraisals, both of which would generally be classified within Level 3 in the event that such assets were required to be measured and recorded at fair value.

As discussed in Note 6, the Company changed the classification of its drilling rig assets from held for use to held for sale at March 31, 2025, which required the Company to estimate the fair value of such assets. Cash flow models or market appraisals used to determine such fair value may be based on inputs that are classified within Level 3. The Company determined that the fair value of its drilling rig assets exceeds the carrying value and, therefore, no impairment was recognized.

Common Stock Repurchases and Retirements

The Company accounts for repurchases of its common stock at the amount paid, including direct and incremental costs such as broker commissions. Shares repurchased under the Company's stock repurchase program are cancelled and retired, with the par value charged to common stock and the excess of the repurchase price over par value recorded as a reduction of additional paid-in capital.

New Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, "Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses", which requires disclosure of specified information about certain costs and expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026 and interim periods beginning after December 15, 2027, with early adoption permitted, and should be applied either on a prospective basis or retrospective basis. The Company is currently assessing the impact of this ASU on the Company's unaudited condensed consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements ("ASU 2025-11"). The amendments clarify and reorganize existing interim reporting guidance, including the scope of Topic 270 and interim disclosure requirements, and introduce a disclosure principle requiring entities to disclose material events or changes occurring since the most recent annual reporting period. ASU 2025-11 is effective for interim reporting

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periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2025-11 on its unaudited condensed consolidated financial statements and related disclosures.

Recently Adopted Accounting Pronouncements

In July 2025, the FASB issued ASU 2025-05, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets," which provides a practical expedient for estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under ASC 606. The practical expedient allows entities to assume that current conditions as of the balance sheet date remain unchanged over the remaining life of the asset. The Company adopted ASU 2025-05 on January 1, 2026 and elected to apply the practical expedient. Adoption did not have a material impact on the Company's unaudited condensed consolidated financial statements.

3. Discontinued Operations

T&D Transaction

On April 11, 2025, Lion Power Services LLC (“Lion”), a subsidiary of the Company, entered into an Equity Interest Purchase Agreement (the “T&D Agreement”), as the seller, with Peak Utility Services Group, Inc. (“Peak”), as the buyer, pursuant to which Lion sold all equity interests in its wholly-owned subsidiaries 5 Star Electric, LLC (“5 Star”), Higher Power Electrical, LLC (“Higher Power”) and Python Equipment LLC (“Python”) (the “T&D Transaction”). These subsidiaries provided transmission, distribution and substation services and were previously included in the Company’s Infrastructure segment, as defined in Note 19. The T&D Transaction was completed simultaneously with the signing of the T&D Agreement on April 11, 2025. The aggregate sales price in connection with the T&D Transaction was approximately \$108.7 million, subject to customary post-closing adjustments. Of the \$108.7 million, \$98.3 million was paid to Lion and the remaining \$10.4 million was deposited into an escrow account for the purposes of funding post-closing adjustments for at least ninety days and indemnified liabilities until at least May 15, 2026. The T&D Agreement includes customary representations, warranties and covenants by the parties. In addition, the T&D Agreement provides for customary indemnification rights with respect to a breach of a representation, warranty or covenant by either party, subject to customary thresholds and caps on liability.

Pressure Pumping Transaction

On June 16, 2025, Stingray Pressure Pumping LLC (“Stingray”) and Mammoth Equipment Leasing LLC (“Mammoth Equipment”), subsidiaries of the Company, entered into an Equipment Purchase Agreement (the “Pressure Pumping Agreement”), as the sellers, with MGB Manufacturing, LLC (“MGB”), as the buyer, pursuant to which Stingray and Mammoth Equipment sold all of the Company’s equipment used in its hydraulic fracturing services, which was included in the Company’s historical well completion segment, to MGB for \$15.0 million (the “Pressure Pumping Transaction” and collectively with the T&D Transaction, the “Transactions”). The Pressure Pumping Transaction was completed simultaneously with the signing of the Pressure Pumping Agreement on June 16, 2025. In conjunction with the Pressure Pumping Transaction, the Company has ceased operations of its sand hauling and equipment manufacturing services, which operations primarily served Stingray and Mammoth Equipment. All assets and liabilities associated with the Company’s sand hauling and equipment manufacturing services are included in discontinued operations.

Engineering Transaction

On December 2, 2025, Mammoth Energy Partners LLC (“MEP”), a subsidiary of Mammoth Energy Services, Inc. (“Mammoth” or the “Company”), entered into an Equity Purchase Agreement (the “Agreement”), as the seller, with Qualus, LLC (“Qualus”), as the buyer, and Aquawolf LLC (“Aquawolf”), MEP’s wholly-owned subsidiary and the subject of the sale, as a party to the Agreement. Pursuant to the Agreement, MEP sold all equity interests in Aquawolf, which was included in the Company’s Infrastructure segment, to Qualus for \$30.0 million (the “Engineering Transaction” and collectively with the Pressure Pumping Transaction and T&D Transaction, the “Transactions”). The Engineering Transaction was completed simultaneously with the signing of the Agreement on December 2, 2025. The aggregate sales price in connection with the Transaction was approximately \$30.0 million, subject to customary post-closing adjustments, including reductions for closing indebtedness, working capital shortfall, and transaction expenses. Of the \$30.0 million, \$23.5 million was paid to MEP and \$2.5 million was deposited into an escrow account for the purposes of funding post-closing adjustments for at least ninety days and indemnified liabilities until at least December 1, 2026. The Agreement includes customary representations, warranties and covenants by the parties. In addition, the Agreement provides for customary indemnification rights with respect to a breach of a representation, warranty or covenant by either party, subject to customary thresholds and caps on liability.

The Transactions and ceasing operations of the Company’s sand hauling and equipment manufacturing services reflect a strategic shift in the Company’s business. Therefore, the results of operations and cash flows of the services discussed above are classified as discontinued operations in the Company’s unaudited condensed consolidated statements of operations and comprehensive income (loss) and unaudited condensed consolidated statements of cash flows for all periods presented. The related assets and liabilities associated with the discontinued operations are included in the financial statement line items labeled discontinued operations in the unaudited condensed consolidated balance sheets as of March 31, 2026 and December 31, 2025. Amounts presented in discontinued operations have been derived from our consolidated financial statements and accounting records using the historical basis of assets, liabilities, results of operations and cash flows of the services discussed above. The discontinued operations exclude general corporate allocations.

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The following table presents the major classes of assets and liabilities of discontinued operations (in thousands):

	T&D Transaction		Pressure Pumping Transaction		Engineering Transaction	
	March 31, 2026	December 31, 2025	March 31, 2026	December 31, 2025	March 31, 2026	December 31, 2025
Carrying amounts of the major classes of assets included in discontinued operations:						
Cash and cash equivalents	\$ —	\$ —	\$ 43	\$ 50	\$ —	\$ —
Restricted cash	—	—	—	—	—	—
Accounts receivable, net	—	—	1,003	1,036	—	—
Inventories	—	—	264	264	—	—
Other current assets	—	—	53	168	—	—
Total current assets of discontinued operations	—	—	1,363	1,518	—	—
Property, plant and equipment, net	—	—	6	3,678	—	—
Operating lease right-of-use assets	—	—	—	—	—	—
Goodwill	—	—	—	—	—	—
Other non-current assets	—	—	—	—	—	—
Total noncurrent assets of discontinued operations	—	—	6	3,678	—	—
Total assets of discontinued operations	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,369</u>	<u>\$ 5,196</u>	<u>\$ —</u>	<u>\$ —</u>
Carrying amounts of the major classes of liabilities included in discontinued operations:						
Accounts payable	\$ —	\$ —	\$ 65	\$ 41	\$ —	\$ —
Accrued expenses and other current liabilities	—	—	230	342	—	—
Current operating lease liabilities	—	—	—	—	—	—
Income taxes payable	—	—	—	—	—	—
Total current liabilities of discontinued operations	—	—	295	383	—	—
Long-term operating lease liabilities	—	—	—	—	—	—
Other long-term liabilities	—	—	—	—	—	—
Total noncurrent liabilities of discontinued operations	—	—	—	—	—	—
Total liabilities of discontinued operations	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 295</u>	<u>\$ 383</u>	<u>\$ —</u>	<u>\$ —</u>

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The following tables present the major components from discontinued operations in the Company's unaudited condensed consolidated statements of operations and comprehensive income (loss) (in thousands):

	T&D Transaction		Pressure Pumping Transaction		Engineering Transaction	
	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
	2026	2025	2026	2025	2026	2025
Services revenue	\$ —	\$ 26,050	\$ —	\$ 20,822	\$ —	\$ 3,963
COST, EXPENSES AND GAINS						
Cost of revenue	2	21,547	188	18,846	—	2,932
Selling, general and administrative	52	1,472	62	575	—	377
Depreciation and amortization	—	861	2	3,090	—	7
Gains on disposal of assets, net	—	(165)	(855)	(381)	—	—
Total cost, expenses and gains, net	54	23,715	(603)	22,130	—	3,316
Operating (loss) income	(54)	2,335	603	(1,308)	—	647
OTHER (INCOME) EXPENSE						
Interest expense (income), net	—	56	44	(97)	—	(25)
Other expense, net	—	5	2	1	—	—
Total other expense (income), net	—	61	46	(96)	—	(25)
Loss (income) before income taxes	(54)	2,274	557	(1,212)	—	672
Provision (benefit) for income taxes	—	22	—	—	—	—
Net (loss) income from discontinued operations, net of income taxes	\$ (54)	\$ 2,252	\$ 557	\$ (1,212)	\$ —	\$ 672

4. Revenue from Contracts with Customers

The Company's primary revenue streams include rental services and aviation sales, infrastructure services, natural sand proppant services, accommodation services and drilling services. See Note 19 for the Company's revenue disaggregated by type.

Certain of the Company's customer contracts include provisions entitling the Company to a termination penalty when the customer invokes its contractual right to terminate prior to the contract's nominal end date. The termination penalties in the customer contracts vary, but are generally considered substantive for accounting purposes and create enforceable rights and obligations throughout the stated duration of the contract. The Company accounts for a contract cancellation as a contract modification in the period in which the customer invokes the termination provision. The determination of the contract termination penalty is based on the terms stated in the related customer agreement. As of the modification date, the Company updates its estimate of the transaction price using the expected value method, subject to constraints, and recognizes the amount over the remaining performance period.

Rental Services and Aviation Sales

Rental services are typically provided based upon a purchase order, contract or on a spot market basis. Services are provided on a day rate, contracted or hourly basis. Performance obligations for these services are satisfied over time and revenue is recognized as the work progresses based on the measure of output.

The Company also generates revenue from aviation leasing and aviation sales. Aviation leasing revenue is recognized over time based on the contractual terms. The Company sells aviation equipment to customers pursuant to contractual arrangements as part of the Company's ongoing asset management activities. Revenue from the sale of aviation equipment is recognized at the point in time when the related performance obligation is satisfied, which occurs when control of the equipment transfers to the customer, generally upon delivery. Revenue from aviation leasing and other rental services is included in "services revenue", while revenue from aviation sales is included in "product revenue" on the unaudited condensed consolidated statements of operations and comprehensive income (loss). The cost of aviation equipment sold is included in "product cost of revenue". The proceeds from sale of aviation equipment are included in investing activities in the unaudited condensed consolidated statements of cash flows.

Infrastructure Services

Infrastructure services are typically provided pursuant to master service agreements, repair and maintenance contracts or fixed price and non-fixed price installation contracts. Pricing under these contracts may be unit priced, cost-plus/hourly (or time and materials basis) or fixed price (or lump sum basis). Generally, the Company accounts for infrastructure services as a single performance obligation satisfied over time. In certain circumstances, the Company supplies materials that are utilized during the jobs as part of the agreement with the customer. The Company accounts for these infrastructure agreements as multiple performance obligations satisfied over time. Revenue is recognized over time as work progresses based on the days completed or as the contract is completed. Under certain customer contracts in our infrastructure services segment, the Company warranties equipment and labor performed for a specified period following substantial completion of the work.

Natural Sand Proppant Services

The Company sells natural sand proppant through sand supply agreements with its customers. Under these agreements, sand is typically sold at a flat rate per ton or a flat rate per ton with an index-based adjustment. The Company recognizes revenue at the point in time when the customer obtains legal title to the product, which may occur at the production facility, rail origin or at the destination terminal.

Certain of the Company's sand supply agreements contained a minimum volume commitment related to sand purchases whereby the Company charges a shortfall payment if the customer fails to meet the required minimum volume commitment. These agreements may also contain make-up provisions whereby shortfall payments can be applied in future periods against purchased volumes exceeding the minimum volume commitment. If a make-up right exists, the Company has future performance obligations to deliver excess volumes of product in subsequent months. In accordance with ASC 606, if the customer fails to meet the minimum volume commitment, the Company will assess whether it expects the customer to fulfill its unmet commitment during the contractually specified make-up period based on discussions with the customer and management's knowledge of the business. If the Company expects the customer will make-up deficient volumes in future periods, revenue related to shortfall payments will be deferred and recognized on the earlier of the date on which the customer utilizes make-up volumes or the likelihood that the customer will exercise its right to make-up deficient volumes becomes remote. If the Company does not expect the customer will make-up deficient volumes in

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future periods, the breakage model will be applied and revenue related to shortfall payments will be recognized when the model indicates the customer's inability to take delivery of excess volumes. The Company recognized shortfall revenue totaling \$1.6 million during the three months ended March 31, 2025. The Company did not recognize any shortfall revenue during the three months ended March 31, 2026.

In certain of the Company's sand supply agreements, the customer obtains control of the product when it is loaded into rail cars and the customer reimburses the Company for all freight charges incurred. The Company has elected to account for shipping and handling as activities to fulfill the promise to transfer the sand. If revenue is recognized for the related product before the shipping and handling activities occur, the Company recognizes the related costs of those shipping and handling activities.

Accommodation Services

Accommodation services are typically provided based upon a purchase order, contract or on a spot market basis. Services are provided on a day rate or contracted basis. Performance obligations for these services are satisfied over time and revenue is recognized as the service is performed based on the measure of output.

Drilling Services

Drilling services are typically provided based upon a purchase order, contract or on a spot market basis. Services are provided on a day rate, contracted or hourly basis. Performance obligations for these services are satisfied over time and revenue is recognized as the work progresses based on the measure of output. Jobs for these services are typically short-term in nature and range from a few hours to multiple days.

Practical Expedients

The Company does not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts in which variable consideration is allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied distinct good or service that forms part of a single performance obligation.

Contract Balances

Following is a rollforward of the Company's contract liabilities, which are included in "accrued expenses and other current liabilities" on the unaudited condensed consolidated balance sheets (in thousands):

Balance, December 31, 2025	\$	1,357
Deduction for recognition of revenue		(108)
Increase for deferral of customer prepayments		952
Balance, March 31, 2026	\$	<u>2,201</u>

The Company did not have any contract assets at March 31, 2026 and December 31, 2025.

Performance Obligations

Revenue recognized in the current period from performance obligations satisfied in previous periods was an nominal amount for the three months ended March 31, 2026 and 2025. At March 31, 2026, the Company had unsatisfied performance obligations totaling \$4.1 million, which will be recognized over the next 10 months.

5. Inventories

Inventories consist of raw sand and processed sand available for sale and supplies used in performing services. Inventory is stated at the lower of cost or net realizable value on an average cost basis. The Company assesses the valuation of its inventories based upon specific usage, future utility, obsolescence and other factors. A summary of the Company's inventories is shown below (in thousands):

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	March 31, 2026	December 31, 2025
Supplies	\$ 1,895	\$ 1,913
Work in process	888	1,482
Finished goods	411	688
Total inventories	<u>\$ 3,194</u>	<u>\$ 4,083</u>

6. Assets and Liabilities Held for Sale

During the three months ended March 31, 2025, the Company reclassified its drilling rig assets from held for use to held for sale pursuant to a plan to divest of its contract drilling assets. There was no impairment related to the classification changes as the fair value, less estimated selling costs, of the disposal group exceeded its carrying value.

As of March 31, 2026, the carrying amount of assets classified as held for sale related solely to our contract drilling assets, totaling \$3.3 million and recorded in current assets held for sale.

7. Property, Plant and Equipment, net

Property, plant and equipment, net includes the following (in thousands):

	Useful Life	March 31, 2026	December 31, 2025
Aviation equipment ^(a)	3-10 years	\$ 59,548	\$ 43,498
Machinery and equipment	7-20 years	53,657	53,774
Buildings and leasehold improvements	15-39 years	29,806	30,100
Drilling rigs and directional drilling equipment	3-15 years	13,085	13,062
Vehicles, trucks and trailers	5-10 years	13,061	13,044
Rail improvements	10-20 years	11,759	11,759
Land	N/A	6,025	6,025
Other property, plant and equipment	3-15 years	6,685	6,721
		<u>193,626</u>	<u>177,983</u>
Equipment not yet placed in service		19,893	25,970
		<u>213,519</u>	<u>203,953</u>
Less: Accumulated depreciation ^(b)		100,291	97,856
Total property, plant and equipment, net		<u>\$ 113,228</u>	<u>\$ 106,097</u>

(a) This equipment relates to assets leased and available to be leased to customers under operating leases.

(b) Includes accumulated depreciation of \$8.1 million and \$5.7 million at March 31, 2026 and December 31, 2025, respectively, related to assets under operating leases.

Depreciation, depletion, amortization and accretion

A summary of depreciation, depletion, amortization and accretion is below (in thousands):

	Three Months Ended March 31,	
	2026	2025
Depreciation	\$ 3,432	\$ 2,036
Amortization	14	14
Depletion and accretion	24	33
Depreciation, depletion, amortization and accretion	<u>\$ 3,470</u>	<u>\$ 2,083</u>

8. Equity Method Investment

On December 21, 2018, Cobra Aviation Services LLC ("Cobra Aviation") and Wexford Partners Investment Co. LLC ("Wexford Investment"), a related party, formed a joint venture under the name of Brim Acquisitions LLC ("Brim

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Acquisitions”) to acquire all outstanding equity interest in Brim Equipment Leasing, Inc. (“Brim Equipment”) for a total purchase price of approximately \$2.0 million. Cobra Aviation owns a 49% economic interest and Wexford Investment owns a 51% economic interest in Brim Acquisitions, and each member contributed its pro rata portion of Brim Acquisitions’ initial capital of \$2.0 million. Brim Acquisitions, through Brim Equipment, owns three commercial helicopters and leases two commercial helicopters for operations, which it uses to provide a variety of services, including short haul, aerial ignition, hoist operations, aerial photography, fire suppression, construction services, animal/capture/survey, search and rescue, airborne law enforcement, power line construction, precision long line operations, pipeline construction and survey, mineral and seismic exploration, and aerial seeding and fertilization.

The Company uses the equity method of accounting to account for its investment in Brim Acquisitions, which had a carrying value of approximately \$3.7 million and \$3.2 million at March 31, 2026 and December 31, 2025, respectively. The investment is included in “other non-current assets” on the unaudited condensed consolidated balance sheets. The Company recorded equity method (loss) income to its investment of (\$0.5) million and \$0.1 million for the three months ended March 31, 2026 and 2025, respectively, which is included in “other (expense) income, net” on the unaudited condensed consolidated statements of operations and comprehensive income (loss). The investment in Brim Acquisitions is included in the Company’s Rentals segment, as defined in Note 19. The Company made additional equity contributions of \$0.4 million during the year ended December 31, 2025 and no contributions were made as of March 31, 2026.

9. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities included the following (in thousands):

	March 31, 2026	December 31, 2025
State and local taxes payable	\$ 12,337	\$ 12,332
Deferred revenue	2,201	1,357
Financed insurance premiums ^(a)	1,195	1,936
Accrued compensation and benefits	914	821
Insurance reserves	697	1,166
Other	672	724
Total accrued expenses and other current liabilities	\$ 18,016	\$ 18,336

(a) Financed insurance premiums are due in monthly installments, are unsecured and mature within the twelve-month period following the close of the year. At March 31, 2026 the applicable interest rate associated with financed insurance premiums was 5.49%. At December 31, 2025, the applicable interest rate associated with financed insurance premiums ranged from 5.49% to 6.49%.

10. Debt

Revolving Credit Facility

On October 16, 2023, the Company, as borrower, and certain of its direct and indirect subsidiaries, as guarantors, entered into a revolving credit agreement with the lenders party thereto and Fifth Third Bank, as may be subsequently amended (the “revolving credit facility”). The revolving credit facility provides for revolving commitments in an aggregate amount of up to \$50 million. Borrowings under the revolving credit facility are secured by the Company’s assets, inclusive of the subsidiary companies, and are subject to a borrowing base calculation prepared monthly which includes a requirement to maintain certain reserves as specified in the revolving credit facility. The revolving credit facility also contains various affirmative and restrictive covenants. Interest under the revolving credit facility equals the Tranche Rate (as defined in the revolving credit facility) plus (i) 1.75%, if the Average Excess Availability Percentage (as defined in the revolving credit facility) is greater than 66 2/3%, (ii) 2.00% if the Average Excess Availability Percentage is greater than 33 1/3% and less than or equal to 66 2/3%, and (iii) 2.25% if the Average Excess Availability Percentage is less than or equal to 33 1/3%.

At March 31, 2026 and December 31, 2025, the financial covenant under the revolving credit facility was the fixed coverage ratio of 1.0 to 1.0 which applies only during the period from the date that excess availability under the revolving credit facility is less than the greater of (i) 10% of total availability under the revolving credit facility and (ii) \$5 million

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until the date in which the excess availability is equal to the greater of (i) 10% of excess availability and (ii) \$5 million for 30 consecutive days (such period, a “Financial Covenant Period”). A Financial Covenant Period was not in effect as of March 31, 2026, December 31, 2025 and the filing date of this Quarterly Report.

At March 31, 2026, the revolving credit facility was undrawn, the borrowing base was \$50.0 million, and there was \$45.0 million of borrowing capacity under the facility, after giving effect to \$5.0 million of outstanding letters of credit. At December 31, 2025, the revolving credit facility was undrawn, the borrowing base was \$50.0 million, and there was \$36.7 million of borrowing capacity under the facility, after giving effect to \$5.0 million of outstanding letters of credit.

On April 11, 2025, the Company entered into an amendment to its revolving credit facility to, among other things, do the following:

- i. receive consent from Fifth Third Bank to effectuate the sale of 5 Star Electric, LLC (“5 Star”), Higher Power Electrical, LLC (“Higher Power”) and Python Equipment LLC (“Python”);
- ii. permit the Company to repurchase up to the lesser of \$50 million or 10 million shares of its common stock on or before March 31, 2026, so long as the aggregate amount of the Company’s unrestricted cash is greater than \$50 million after each such repurchase;
- iii. expand the Company’s investment opportunities to include equity securities and private investments; and
- iv. add certain investments and qualified cash to the borrowing base calculation.

On July 2, 2025, the Company entered into a letter agreement in relation to its revolving credit facility whereby the Revolving Loan Commitments are reduced from \$75.0 million to \$50.0 million.

If an event of default occurs under the revolving credit facility and remains uncured, it could have a material adverse effect on the Company’s business, financial condition, liquidity and results of operations. The lenders, as applicable, (i) would not be required to lend any additional amounts to the Company, (ii) could elect to increase the interest rate by 200 basis points, (iii) could elect to declare all outstanding borrowings, together with accrued and unpaid interest and fees, to be due and payable, (iv) may have the ability to require the Company to apply all of its available cash to repay outstanding borrowings, and (v) may foreclose on substantially all of the Company’s assets. The revolving credit facility is currently scheduled to mature on October 16, 2028.

11. Variable Interest Entities

Dire Wolf Energy Services LLC (“Dire Wolf”) and Predator Aviation LLC (“Predator Aviation”), wholly owned subsidiaries of the Company, are party to Voting Trust Agreements with TYPX Aircraft Solutions Inc. (the “Voting Trustee”). Under the Voting Trust Agreements, Dire Wolf transferred 100% of its membership interest in Cobra Aviation and Predator Aviation transferred 100% of its membership interest in Leopard Aviation LLC (“Leopard”) to the respective Voting Trustees in exchange for Voting Trust Certificates. Dire Wolf and Predator Aviation retained the obligation to absorb all expected returns or losses of Cobra Aviation and Leopard. Prior to the transfer of the membership interest to the Voting Trustee, Cobra Aviation was a wholly owned subsidiary of Dire Wolf and Leopard was a wholly owned subsidiary of Predator Aviation. Cobra Aviation owns aviation equipment, including ten aircraft that are owned through individual trusts that are each structured as separate legal entities, and 49% of the equity interest in Brim Acquisitions. Leopard owns aviation equipment. Dire Wolf and Predator Aviation entered into the Voting Trust Agreements in order to meet certain registration requirements.

Dire Wolf’s and Predator Aviation’s voting rights are not proportional to their respective obligations to absorb expected returns or losses of Cobra Aviation and Leopard, respectively, and all of Cobra Aviation’s and Leopard’s activities are conducted on behalf of Dire Wolf and Predator Aviation, which have disproportionately fewer voting rights; therefore, Cobra Aviation and Leopard meet the criteria of a VIE. Cobra Aviation and Leopard’s operational activities are directed by Dire Wolf’s and Predator Aviation’s officers and Dire Wolf and Predator Aviation have the option to terminate the Voting Trust Agreements at any time. Therefore, the Company, through Dire Wolf and Predator Aviation, is considered the primary beneficiary of the VIEs and consolidates Cobra Aviation and Leopard at March 31, 2026.

12. Income Taxes

The Company recorded income tax expense from continuing operations of \$1.5 million for the three months ended March 31, 2026 compared to \$0.8 million for the three months ended March 31, 2025. The Company’s effective tax rates were 23.7% and 59.4% for the three months ended March 31, 2026 and 2025, respectively.

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The effective tax rate for the three months ended March 31, 2026 differed from the statutory rate of 21% primarily due to changes in the valuation allowance and interest and penalties recognized during the period. The effective tax rate for the three months ended March 31, 2025 differed from the statutory rate of 21% primarily due to interest and penalties recognized during the period.

On July 4, 2025, the One Big Beautiful Bill Act (the “OBBA”) was signed into law in the United States. This legislation includes several changes to existing income tax provisions with certain changes effective in 2025 and others implemented through 2027. The Company primarily benefited from lower projected cash taxes as a result of OBBA provisions that allowed for the current expensing of qualified capital expenditures, and an increase in the amount of allowable interest expense deductions.

13. Leases

Lessee Accounting

The Company recognizes a lease liability equal to the present value of the lease payments and a right-of-use asset representing its right to use the underlying asset for the lease term for all leases with a term in excess of 12 months. For operating leases, lease expense for lease payments is recognized on a straight-line basis over the lease term, while financing leases include both an operating expense and an interest expense component. For all leases with a term of 12 months or less, the Company has elected the practical expedient to not recognize lease assets and liabilities and recognizes lease expense for these short-term leases on a straight-line basis over the lease term.

The Company’s operating leases are primarily for rail cars, real estate, and equipment and its financing leases are primarily for vehicles and equipment. Generally, the Company does not include renewal or termination options in its assessment of the leases unless extension or termination of certain assets is deemed to be reasonably certain. The accounting for some of the Company’s leases may require significant judgment, which includes determining whether a contract contains a lease, determining the incremental borrowing rates to utilize in the net present value calculation of lease payments for lease agreements which do not provide an implicit rate and assessing the likelihood of renewal or termination options. Lease agreements that contain a lease and non-lease component are generally accounted for as a single lease component.

The rate implicit in the Company’s leases is not readily determinable. Therefore, the Company uses its incremental borrowing rate based on information available at the commencement date of its leases in determining the present value of lease payments. The Company’s incremental borrowing rate reflects the estimated rate of interest that it would pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment.

Lease expense consisted of the following for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Operating lease expense	\$ 623	\$ 1,400
Short-term lease expense	222	—
Financing lease expense:		
Amortization of right-of-use assets	6	35
Interest on lease liabilities	1	5
Total lease expense	\$ 852	\$ 1,440

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Right of use assets and liabilities related to financing leases are recorded in the following line items on the unaudited condensed consolidated balance sheets at March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026	December 31, 2025
Property, plant and equipment, net	\$ 72	\$ 102
Accrued expenses and other current liabilities	38	49
Other liabilities	11	26

Other supplemental information related to leases for the three months ended March 31, 2026 and 2025 and at March 31, 2026 and December 31, 2025 is as follows (in thousands):

	Three Months Ended March 31,	
	2026	2025
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 855	\$ 1,416
Operating cash flows from financing leases	1	5
Financing cash flows from financing leases	10	68
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 24	\$ 261
Financing leases	(25)	—

	March 31, 2026	December 31, 2025
Weighted-average remaining lease term:		
Operating leases	4.1 years	3.5 years
Financing leases	1.3 years	1.5 years
Weighted-average discount rate:		
Operating leases	9.8 %	9.8 %
Financing leases	10.0 %	10.1 %

Maturities of lease liabilities at March 31, 2026 are as follows (in thousands):

	Operating Leases	Financing Leases
Remainder of 2026	\$ 1,415	\$ 30
2027	979	21
2028	252	—
2029	52	—
2030	52	—
Thereafter	540	—
Total lease payments	3,290	51
Less: Present value discount	624	2
Present value of lease payments	\$ 2,666	\$ 49

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Lessor Accounting

Certain of the Company's agreements with its customers for rental services and accommodation services contain an operating lease component under ASC 842 because (i) there are identified assets, (ii) the customer obtains substantially all of the economic benefits of the identified assets throughout the period of use and (iii) the customer directs the use of the identified assets throughout the period of use. The Company has elected to apply the practical expedient provided to lessors to combine the lease and non-lease components of a contract where the revenue recognition pattern is the same and where the lease component, when accounted for separately, would be considered an operating lease. The practical expedient also allows a lessor to account for the combined lease and non-lease components under ASC 606, Revenue from Contracts with Customers, when the non-lease component is the predominant element of the combined component.

The Company's lease agreements are a combination of short-term and long-term leases and lease revenue is recognized over time based on a monthly, daily or hourly rate basis. The Company does not provide an option for the lessee to purchase the rented assets at the end of the lease and the lessees do not provide residual value guarantees on the rented assets. The Company recognized lease revenue of \$3.9 million and \$0.2 million during the three months ended March 31, 2026 and 2025, respectively, which is included in "services revenue" and "services revenue - related parties" on the unaudited condensed consolidated statements of operations and comprehensive income (loss).

Maturities of lease payments for the Company's outstanding long-term leases at March 31, 2026 are as follows (in thousands):

Remainder of 2026	\$	5,780
2027		3,504
2028		2,802
2029		1,365
2030		302
Thereafter		—
Total lease payments	\$	<u>13,753</u>

14. Earnings Per Share

Reconciliations of the components of basic and diluted net loss per share are presented in the table below (in thousands, except per share data):

	Three Months Ended March 31,	
	2026	2025
Basic and diluted earnings per share:		
Net income (loss) from continuing operations	\$ 4,684	(2,249)
Net income from discontinued operations, net of income taxes	503	1,712
Net income (loss)	<u>\$ 5,187</u>	<u>(537)</u>
Weighted average common shares outstanding ^(a)	48,330	48,150
Basic and diluted earnings (loss) per share from continuing operations	\$ 0.10	(0.05)
Basic and diluted earnings per share from discontinued operations	0.01	0.04
Basic and diluted earnings (loss) per share	<u>\$ 0.11</u>	<u>(0.01)</u>

(a) Excludes 92 shares for the three months ended March 31, 2025 of potentially dilutive restricted stock awards as their effect was antidilutive under the treasury stock method.

15. Equity Based Compensation

Upon formation of certain operating entities by Wexford and Gulfport Energy Corporation, specified members of management (the “Specified Members”) and certain non-employee members (the “Non-Employee Members”) were granted the right to receive distributions from the operating entities after the contribution member’s unreturned capital balance was recovered (referred to as “Payout” provision).

On November 24, 2014, the awards were modified in conjunction with the contribution of the operating entities to Mammoth. These awards were not granted in limited or general partner units. The awards are for interests in the distributable earnings of the members of MEH Sub, Mammoth’s majority equity holder.

On the closing date of Mammoth’s initial public offering (“IPO”), the unreturned capital balance of Mammoth’s majority equity holder was not fully recovered from its sale of common stock in the IPO. As a result, Payout did not occur and no compensation cost was recorded.

Payout for the remaining awards is expected to occur as the contributing member’s unreturned capital balance is recovered from additional sales by MEH Sub of its shares of the Company’s common stock or from dividend distributions, which is not considered probable until the event occurs. For the Specified Member awards, the unrecognized amount, which represents the fair value of the award as of the modification dates or grant date, was \$5.6 million.

For the Company’s Non-Employee Member awards, the unrecognized amount, which represents the fair value of the awards as of the date of adoption of ASU 2018-07, was \$18.9 million. There was no change to the unrecognized amount during the three months ended March 31, 2026.

16. Stock Based Compensation

On April 29, 2024, the board of directors of Mammoth adopted the Mammoth Energy Services, Inc. 2024 Equity Incentive Plan (the “2024 Plan”). The 2024 Plan authorizes the Company’s board of directors or the compensation committee of the Company’s board of directors to grant restricted stock, restricted stock units, stock appreciation rights, stock options and performance awards. There are a maximum of 1.9 million shares of common stock reserved for issuance under the 2024 Plan, of which 1.9 million shares of common stock remain available for future grants under the 2024 Plan at March 31, 2026.

Restricted Stock Units

The fair value of restricted stock unit awards was determined based on the fair market value of the Company’s common stock on the date of the grant. This value is amortized over the vesting period. At March 31, 2026, there was no unrecognized compensation cost. No shares vested during the three months ended March 31, 2026. The total fair value of shares vested was \$0.1 million during the three months ended March 31, 2025. Included in “selling, general and administrative” on the unaudited condensed consolidated statements of operations and comprehensive income (loss) is stock based compensation expense of \$0.2 million for the three months ended March 31, 2025.

17. Related Party Transactions

Transactions between the subsidiaries of the Company and the following companies are included in related party transactions: Wexford, El Toro Resources LLC, Caliber Investment Group LLC, Grizzly Oil Sands ULC and Brim Equipment. The Company provides accommodations services to Grizzly Oil Sands ULC and engages in aircraft leasing arrangements with Brim Equipment. Revenue from related party transactions was \$0.5 million and \$0.1 million for the three months ended March 31, 2026 and 2025, respectively. Costs incurred from related party transactions was \$0.1 million for the three months ended March 31, 2025. At March 31, 2026 and December 31, 2025, accounts receivable from related party transactions was \$0.5 million and \$0.4 million, which is included in “accounts receivable, net” on the unaudited condensed consolidated balance sheets. There were no accounts payable for related party transactions at March 31, 2026 and December 31, 2025.

On December 21, 2018, Cobra Aviation purchased two commercial helicopters, spare parts, support equipment and aircraft documents from Brim Equipment. Following these transactions, and also on December 21, 2018, Cobra Aviation formed a joint venture with Wexford Investment named Brim Acquisitions to acquire all outstanding equity interests in Brim Equipment. Cobra Aviation owns a 49% economic interest and Wexford Investment owns a 51% economic interest

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in Brim Acquisitions, and each member contributed its pro rata portion of Brim Acquisitions' initial capital of \$2.0 million. Wexford Investment is an entity controlled by Wexford. Cobra Aviation and Leopard each lease one helicopter to Brim Equipment under the terms of aircraft lease and management agreements.

On February 23, 2026, Mammoth Energy Partners LLC, a subsidiary of the Company, entered into a sublease agreement with El Toro Resources LLC, an entity controlled by Wexford and a related party of the Company. The agreement was subject to approval by Mammoth Energy Partners LLC's landlord, which approval was obtained on March 16, 2026. The sublease relates to office space located at 14201 Caliber Drive, Suite 200, Oklahoma City, Oklahoma. The sublease begins on June 1, 2026 and extends through May 31, 2027, with an option to extend through April 30, 2028. The aggregate minimum lease payments under the agreement are approximately \$0.2 million.

18. Commitments and Contingencies

Commitments

From time to time, the Company may enter into agreements with suppliers that contain minimum purchase obligations and agreements to purchase capital equipment. Aggregate future minimum payments under these obligations in effect at March 31, 2026 were approximately \$11.2 million.

Letters of Credit

The Company had outstanding letters of credit related to environmental remediation and insurance programs that were issued under the Company's revolving credit facility, which is collateralized by substantially all of the assets of the Company, totaling \$5.0 million at March 31, 2026 and December 31, 2025.

Insurance

The Company has insurance coverage for physical partial loss to its assets, employer's liability, automobile liability, commercial general liability, workers' compensation and insurance for other specific risks. At March 31, 2026 and December 31, 2025, there was no deductible for the workers' compensation policy. At March 31, 2026 and December 31, 2025, the Company's primary automobile liability policy required a deductible per occurrence of up to \$0.1 million.

Effective November 1, 2024, the Company became party to a deductible reimbursement insurance policy from a protected cell captive insurance company that covers losses between \$0.1 million and the \$0.5 million deductible under its primary auto liability policy that was in effect through October 31, 2025. Also effective November 1, 2024, the Company became a member of a group captive insurance company that covers one layer of its auto liability coverage.

The Company establishes liabilities for the unpaid deductible portion of claims incurred based on estimates. At March 31, 2026 and December 31, 2025, total accrued claims for continuing and discontinued operations were \$0.7 million and \$1.2 million, respectively. Of this amount, \$0.3 million and \$0.4 million at March 31, 2026 and December 31, 2025, respectively, relate to continuing operations.

The Company also has insurance coverage for directors and officers liability. As of March 31, 2026 and December 31, 2025, the directors and officers liability policy had a deductible per occurrence of \$1.5 million and an aggregate deductible of \$10.0 million. As of March 31, 2026 and December 31, 2025, the Company did not have any accrued claims for directors and officers liability.

Effective January 1, 2026, the Company transitioned to a fully insured employee health insurance plan. Through December 31, 2025, the Company self-insured its employee health insurance. At March 31, 2026 and December 31, 2025, total accrued claims for continuing and discontinued operations were \$1.1 million and \$0.9 million, respectively. Of these amounts, \$0.4 million and \$0.3 million at March 31, 2026 and December 31, 2025, respectively, relate to continuing operations. These estimates may change in the near term as actual claims continue to develop.

Bonds

In the ordinary course of business, the Company is required to provide bid bonds to certain customers in the infrastructure services segment as part of the bidding process. These bonds provide a guarantee to the customer that the Company, if awarded the project, will perform under the terms of the contract. Bid bonds are typically provided for a percentage of the total contract value. Additionally, the Company may be required to provide performance and payment bonds for contractual commitments related to projects in process. These bonds provide a guarantee to the customer that the Company will perform under the terms of a contract and that the Company will pay subcontractors and vendors. If the Company fails to perform under a contract or to pay subcontractors and vendors, the customer may demand that the surety make payments or provide services under the bond. The Company must reimburse the surety for expenses or outlays it

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incurs. At March 31, 2026 and December 31, 2025, there were no outstanding performance and payment bonds and no outstanding bid bonds that related to the Company's continuing operations.

Litigation

PREPA

Cobra and PREPA previously entered into two agreements to aid in the restoration and reconstruction of Puerto Rico's power grid in response to damage caused by Hurricane Maria in 2017. PREPA is currently subject to bankruptcy proceedings, which were filed in July 2017 and are currently pending in the Title III Court. Cobra pursued litigation in the Title III Court and other dispute resolution efforts seeking recovery of the amounts owed to Cobra by PREPA for restoration services in Puerto Rico, which proceedings are discussed in more detail in the Company's prior reports filed with the SEC. As discussed in Note 2, on July 22, 2024, Cobra entered into the Settlement Agreement with PREPA. Pursuant to the terms of the Settlement Agreement, PREPA paid Cobra approximately \$168.4 million in 2024 and, as of March 31, 2026, PREPA owes Cobra \$20.0 million, which is payable to Cobra within seven days following the effective date of PREPA's plan of adjustment in its bankruptcy proceedings. Refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2025, previously filed with the SEC for more information regarding the Settlement Agreement.

Other Litigation

On May 13, 2021, Foreman Electric Services, Inc. ("Foreman") filed a petition against Mammoth and Cobra in the Oklahoma County District Court (Oklahoma State Court). The petition asserted claims against the Company and Cobra under federal Racketeer Influenced and Corrupt Organizations Act ("RICO") statutes and certain state-law causes of action. Foreman alleged that it sustained injuries to its business and property in the amount of \$250 million due to the Company's and Cobra's alleged wrongful interference by means of inducements to a FEMA official. On May 18, 2021, the Company removed this action to the United States District Court for the Western District of Oklahoma and filed a motion to dismiss on July 8, 2021. On July 29, 2021, Foreman voluntarily dismissed the action without prejudice. On December 14, 2021, Foreman re-filed its petition against Mammoth and Cobra in the Oklahoma County District Court (Oklahoma State Court). On December 16, 2021, the Company again removed this action to the United States District Court for the Western District of Oklahoma. Foreman filed a motion to remand this action back to Oklahoma County District Court, which was granted on May 5, 2022. On September 28, 2023, the Company moved to dismiss the petition. On November 16, 2023, rather than respond to the motion, Foreman filed an Amended Petition naming Arty Straehla, Mark Layton and Wexford as additional defendants, added claims for fraudulent transfer arising out of the refinancing of certain debt and sought receivership over Mammoth and Cobra related to allegedly fraudulently transferred assets. The defendants moved to dismiss the Amended Petition, which was denied on March 12, 2024. On February 8, 2024, Foreman filed a Motion for Appointment of Receiver. On April 29, 2024, the Court denied that motion. Additionally, on February 6, 2023, Foreman moved to amend a complaint against the former president of Cobra filed in Florida State Court arising from facts similar to those in the pending Oklahoma action to add, as defendants, Arty Straehla and Mark Layton. On September 15, 2023, Straehla and Layton moved to dismiss the complaint. On January 18, 2024, Foreman voluntarily dismissed the Florida State Court action against Straehla and Layton. In a related matter, on January 12, 2022, a Derivative Complaint on behalf of nominal defendant Machine Learning Integration, LLC ("MLI"), which alleges it would have served as a sub-contractor to Foreman in Puerto Rico, was filed against the Company and Cobra in the U.S. District Court for the District of Puerto Rico alleging essentially the same facts as Foreman's action and asserting violations of federal RICO statutes and certain non-federal claims. MLI alleges it sustained injuries to its business and property in an unspecified amount because the Company's and Cobra's wrongful interference by means of inducements to a FEMA official prevented Foreman from obtaining work, and thereby prevented MLI, as Foreman's subcontractor, from obtaining work. In July 2025, the Company settled the matter with Foreman. The settlement did not have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

The Company is routinely involved in state and local tax audits. During 2015, the State of Ohio assessed taxes on the purchase of equipment the Company believes is exempt under state law. The Company appealed the assessment and a hearing was held in 2017. As a result of the hearing, the Company received a decision from the State of Ohio, which the Company appealed. On February 25, 2022, the Company received an unfavorable decision on the appeal. The Company appealed the decision. On August 2, 2023, the Ohio Supreme Court affirmed the ruling in part and reversed the ruling in part. The Company received the final assessment in April 2025. It did not have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

Cobra has been served with 14 lawsuits from municipalities in Puerto Rico alleging failure to pay construction excise and volume of business taxes. On November 14, 2022, the Court entered judgment against Cobra in connection with one of

the lawsuits ordering payment of approximately \$9.0 million. On January 9, 2023, Cobra appealed the judgment and, on March 20, 2023, the Court confirmed the imposition of approximately \$8.5 million related to construction excise taxes. On April 10, 2023, Cobra appealed this judgment, which was denied on May 5, 2023. Cobra filed a motion for reconsideration on May 15, 2023, which was denied. Cobra filed a second motion for reconsideration on June 22, 2023 and is currently awaiting a decision. On December 18, 2023, the Humacao Superior Court issued an order to PREPA to withhold payment of approximately \$9.0 million to Cobra. On January 17, 2024, Cobra filed a Writ of Certiorari requesting the Court of Appeals to reverse the order from the Humacao Superior Court. On February 15, 2024, Cobra's request was granted by the Court of Appeals and the order instructing PREPA to withhold the \$9.0 million payment from Cobra was revoked. The case was remanded to the lower Court for continuation of the proceedings in accordance with the Court of Appeals' order. On May 16, 2025 and May 20, 2025, the Court entered judgment against Cobra in connection with two of the lawsuits in the amount of \$5.1 million and \$1.6 million, respectively, plus interest, penalties and attorneys' fees. Separately, the Court entered judgment against Cobra in connection with another lawsuit on July 3, 2025, in the amount of \$3.4 million. The May 16, 2025 and May 20, 2025 judgments were appealed to the Court of Appeals, which denied the appeals on June 30, 2025. In August 2025, Cobra appealed the Salinas and Humacao (and others) matters to the Supreme Court of Puerto Rico. Also in August 2025, Cobra filed a request for oral arguments. On October 24, 2025, Cobra received a notification from the Supreme Court accepting the cases as certiorari and denying to hear the appeal. Cobra filed a first motion for reconsideration, which was denied on December 18, 2025. A second motion for consideration was filed on December 19, 2025 and subsequently denied on February 18, 2026. These matters have now been remanded back to the lower Courts. In connection with the Settlement Agreement entered into with PREPA, PREPA (including through the Puerto Rico Fiscal Agency and Financial Advisory Authority, as fiscal agent for PREPA, and the FOMB) has agreed to cooperate with Cobra and assist in resolving the construction excise and volume of business taxes assessed against Cobra. There is no guarantee, however, that the Company, including with PREPA's cooperation, will be successful in favorably resolving or mitigating these taxes. Accordingly, at this time, the amount of loss cannot be reasonably estimated. The Company intends to vigorously defend these lawsuits until full resolution. Accordingly, at this time, the Company is not able to predict the outcome of these matters or whether they will have a material impact on the Company's business, financial condition, results of operations or cash flows.

On April 16, 2019, Christopher Williams, a former employee of Higher Power Electrical, LLC, filed a putative class and collective action complaint titled Christopher Williams, individually and on behalf of all others similarly situated v. Higher Power Electrical, LLC, Cobra Acquisitions LLC, and Cobra Energy LLC in the U.S. District Court for the District of Puerto Rico. On June 24, 2019, the complaint was amended to replace Mr. Williams with Matthew Zeisset as the named plaintiff. The plaintiff alleges the defendant failed to pay overtime wages to a class of workers in compliance with the Fair Labor Standards Act and Puerto Rico law. On August 21, 2019, upon request of the parties, the Court stayed proceedings in the lawsuit and administratively closed the case pending completion of individual arbitration proceedings initiated by Mr. Zeisset and opt-in plaintiffs. Other claimants subsequently initiated additional individual arbitration proceedings asserting similar claims. The Company has agreed to settlements with a portion of the claimants. Arbitrations remain pending for the remaining claimants. The Company will continue to vigorously defend the arbitrations. The Company has recognized an estimated liability related to the remaining complaints, which is included in "accounts payable" in the accompanying unaudited condensed consolidated balance sheets. The amount required to resolve these matters may ultimately increase or decrease from the Company's estimated amount as the matters progress.

The Company is involved in various other legal proceedings in the ordinary course of business. Although the Company cannot predict the outcome of these proceedings, legal matters are subject to inherent uncertainties and there exists the possibility that the ultimate resolution of these matters could have a material impact on the Company's business, financial condition, results of operations or cash flows.

Defined Contribution Plan

The Company sponsors a 401(k) defined contribution plan for the benefit of substantially all employees at their date of hire. The plan allows eligible employees to contribute up to 92% of their annual compensation, not to exceed annual limits established by the federal government. The Company makes discretionary matching contributions of up to 3% of an employee's compensation and may make additional discretionary contributions for eligible employees. For the three months ended March 31, 2026 and 2025, the Company paid \$0.1 million and \$0.5 million, respectively, in contributions to the plan. Of these amounts for the three months ended March 31, 2026 and 2025, \$0.1 million, respectively, relates to continuing operations.

19. Reportable Segments

The Company's Chief Operating Officer, Chief Financial Officer and Chief Business Officer comprise the Company's chief operating decision makers ("CODM"). Segment information is prepared on the same basis that the CODM manages the segments, evaluates the segment financial statements and makes key operating and resource utilization decisions. Segment evaluation is determined on a quantitative basis based on a function of Adjusted EBITDA, as well as a qualitative basis, such as nature of the product and service offerings and types of customers. The Company defines Adjusted EBITDA as net income (loss) from continuing operations before depreciation, depletion, amortization and accretion, gains or losses on disposal of assets, net, impairment of long-lived assets, stock based compensation, interest (income) expense and financing charges, net, other expense (income), net (which is comprised of interest on trade accounts receivable and certain legal expenses) and provision (benefit) for income taxes, further adjusted to add back interest on trade accounts receivable. The Company's significant segment expenses include cost of revenue, exclusive of depreciation, depletion, amortization and accretion, and selling, general and administrative expense.

The Company principally provides products and services to customers operating in the oil and natural gas, aviation and utility infrastructure industries. At March 31, 2026, the Company had five reportable segments, which includes rental services ("Rentals"), infrastructure services ("Infrastructure"), natural sand proppant services ("Sand"), accommodation services ("Accommodations") and drilling services ("Drilling"). The Company has determined that its operating segments meet the criteria in ASC Topic 280, *Segment Reporting*, to be aggregated into five reportable segments, where applicable, and the Rentals segment includes Stingray Rentals LLC, Mammoth Equipment Leasing LLC, Cobra Aviation LLC and Leopard Aviation LLC, providing construction, oilfield, and aviation rentals and aviation sales to operators primarily in the northeast and midwest regions of the United States as well as Hawaii. The Infrastructure segment provides design and fiber optic services to utility customers in the midwest region of the United States. The Sand segment provides sand mining, processing and selling services for use in hydraulic fracturing. The Sand segment primarily services the Utica Shale and Montney Shale in British Columbia and Alberta, Canada. The Accommodations segment provides housing, kitchen and dining, and recreational service facilities for oilfield workers located in remote areas away from readily available lodging in northern Alberta, Canada. The Drilling segment provides directional drilling services primarily in the Anadarko and Permian Basins.

Sales from one segment to another are generally priced at estimated equivalent commercial selling prices. All transactions conducted between segments are eliminated in consolidation. Transactions conducted by companies within the same reportable segment are eliminated within each reportable segment. Corporate selling, general and administrative costs are allocated to each segment based on forecasted revenue, expense and asset base. Corporate interest expense is allocated to each segment based on its intercompany payable position with the Company's corporate entity. U.S. income tax expense is not allocated to each segment. Foreign income tax expense is realized in the segment in which the foreign operations occur.

To reflect how the CODM evaluates the business, prior period segment information has been recast to conform with our reportable segment composition as of March 31, 2026. The following tables set forth certain financial information with respect to the Company's reportable segments (in thousands):

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Three Months Ended March 31, 2026	Rentals	Infrastructure	Sand	Accommodations	Drilling	Total
Revenue from external and related party customers	\$ 12,935	\$ 269	\$ 3,864	\$ 3,541	\$ 1,421	\$ 22,030
Intersegment revenue	32	—	—	—	—	32
	<u>12,967</u>	<u>269</u>	<u>3,864</u>	<u>3,541</u>	<u>1,421</u>	<u>22,062</u>
<i>Reconciliation of Revenue</i>						
Other ^(b)						48
Eliminations ^(a)						(80)
Total consolidated revenue						<u>\$ 22,030</u>
<i>Less segment expenses:</i>						
Cost of revenue, exclusive of depreciation, depletion, amortization and accretion, inclusive of related parties	8,060	511	4,455	2,138	1,192	
Selling, general and administrative, exclusive of stock based compensation	1,268	186	853	332	251	
Segment Adjusted EBITDA	<u>\$ 3,639</u>	<u>\$ (428)</u>	<u>\$ (1,444)</u>	<u>\$ 1,071</u>	<u>\$ (22)</u>	<u>2,816</u>
<i>Reconciliation of total segment Adjusted EBITDA</i>						
<i>Less:</i>						
Other ^(b)						\$ 889
Depreciation, depletion, amortization and accretion						3,470
Gain on disposal of assets, net						(674)
Interest income, net						(514)
Unrealized gain on marketable securities, net						(7,103)
Other expense, net						609
Income from continuing operations before income taxes						<u>\$ 6,139</u>

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Three Months Ended March 31, 2025	Rentals	Infrastructure	Sand	Accommodations	Drilling	Total
Revenue from external and related party customers	\$ 1,917	\$ 712	\$ 6,739	\$ 2,081	\$ 182	\$ 11,631
Intersegment revenue	10	—	—	—	—	10
	1,927	712	6,739	2,081	182	11,641
<i>Reconciliation of Revenue</i>						
Other ^(b)						—
Eliminations ^(a)						(10)
Total consolidated revenue						\$ 11,631

Less segment expenses:

Cost of revenue, exclusive of depreciation, depletion, amortization and accretion, inclusive of related parties	\$ 1,418	\$ 874	\$ 5,476	\$ 1,432	\$ 396	
Selling, general and administrative, exclusive of stock based compensation	368	122	1,430	389	210	
Segment Adjusted EBITDA	\$ 141	\$ (284)	\$ (167)	\$ 260	\$ (424)	\$ (474)

Reconciliation of total segment Adjusted EBITDA

Less:						
Other ^(b)						\$ 1,867
Depreciation, depletion, amortization and accretion						2,083
Gains on disposal of assets, net						(3,472)
Stock based compensation						211
Interest (income) expense and financing charges, net, inclusive of related parties						(85)
Other expense, net						333
Loss from continuing operations before income taxes						\$ (1,411)

^(a) Includes eliminations for intersegment transactions.

^(b) Includes activity related to non-operating legacy services that are no longer active.

	Rentals	Infrastructure	Sand	Accommodations	Drilling	Total
As of March 31, 2026:						
Total assets for reportable segments	\$ 83,649	\$ 4,593	\$ 67,776	\$ 14,132	\$ 2,722	\$ 172,872
Other assets ^(a)						170,495
Total consolidated assets, excluding discontinued operations						\$ 343,367
As of December 31, 2025:						
Total assets for reportable segments	\$ 75,004	\$ 2,598	\$ 68,028	\$ 14,309	\$ 1,859	\$ 161,798
Other assets ^(a)						167,900
Total consolidated assets, excluding discontinued operations						\$ 329,698

^(a) Includes assets related to non-operating legacy services that are no longer active as well as corporate related assets, which include cash and cash equivalents, marketable securities, restricted cash and other current assets.

20. Subsequent Events

Subsequent to March 31, 2026, the Company entered into two operating leases for rail cars. These agreements provide for aggregate fixed lease payments totaling \$2.1 million with lease terms of two years.

Subsequent to March 31, 2026, the Company committed to purchase \$0.1 million and \$0.4 million of capital expenditures for the Sand and Drilling segments, respectively. Additionally, the Company committed to purchase capital expenditures of \$0.3 million and \$9.5 million for the Infrastructure and Rentals segments, respectively.

Subsequent to March 31, 2026, the Company entered into multiple purchase agreements, including (i) a purchase agreement to purchase one aircraft engine for \$5.9 million, (ii) a commercial collaboration agreement that included the purchase of two aircraft engines for \$8.3 million, and (iii) an aircraft purchase agreement for \$12.5 million. The airframe and landing gear for the aircraft was subsequently sold for \$1.5 million and the net result of both transactions was the acquisition of three aircraft engines. In addition, the Company incurred capital expenditures across its segments, including \$0.7 million in Sand, \$0.4 million in Drilling, \$0.4 million in Infrastructure, \$7.3 million in Rentals, and \$0.1 million in Accommodations.

Subsequent to March 31, 2026, the Company sold certain equipment related to non-operating legacy services that are no longer active for gross proceeds of approximately \$0.7 million.

On May 8, 2026, the Company entered into an agreement with Fifth Third Bank, which reduced the maximum availability from \$0.0 million to \$25.0 million. Pursuant to the agreement, the Company may, without obtaining lender consent, repurchase shares of its common stock. The agreement matures on May 8, 2029.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the unaudited condensed consolidated financial statements and related notes thereto presented in this Quarterly Report and the consolidated financial statements and related notes thereto included in our Annual Report on Form 10-K. This discussion contains forward-looking statements reflecting our current expectations, estimates and assumptions concerning events and financial trends that may affect our future operating results or financial position. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission, or the SEC, on March 6, 2026 and the section entitled “Cautionary Note Regarding Forward-Looking Statements” appearing elsewhere in this Quarterly Report.

Overview

We are an integrated, growth-oriented company focused on providing products and services to our customers primarily in the oil and natural gas and utility infrastructure industries. Our suite of services includes rental services, infrastructure services, natural sand proppant services, accommodation services and drilling services. Our rental services segment provides a wide range of equipment used in oilfield, construction and aviation activities. Our infrastructure services segment provides engineering, design and fiber optic services to the utility industry. Our natural sand proppant services segment mines, processes and sells natural sand proppant used for hydraulic fracturing. Our accommodation services provide housing, kitchen and dining, and recreational service facilities for workers located in remote areas away from readily available lodging. Our drilling services provides directional drilling to oilfield operators.

We are focused on driving returns through improved execution by prioritizing asset utilization, margin expansion, and capital efficiency across the portfolio. While macroeconomic uncertainty including tariffs and demand volatility continue to affect parts of the market, we remain proactive in repositioning Mammoth to perform through differing business cycles.

Business Developments

During 2025, we completed four strategic divestitures. On April 11, 2025, we sold a portion of our infrastructure services entities, including our distribution, transmission and substation operations, for aggregate proceeds of approximately \$108.7 million, subject to customary post-closing adjustments. On June 16, 2025, we sold all of the equipment previously used in our hydraulic fracturing services for \$15.0 million. On September 15, 2025, the Company completed the sale of assets related to its natural sand proppant operations at its Piranha Proppant LLC processing plant. On December 2, 2025, we completed the sale of our engineering services business, Aquawolf, for approximately \$30.0 million, also subject to customary post-closing adjustments. The results of operations, financial position and cash flows for these businesses are reported as discontinued operations for all periods presented and discussed in this report. Unless otherwise indicated, the information presented in this Management’s Discussion and Analysis relates only to our continuing operations.

To reflect how management evaluates the business after these divestitures, prior period segment information in our results of operations below has been recast to conform with our segment composition as of March 31, 2026. See Note 3. Discontinued Operations of the notes to our unaudited condensed consolidated financial statements for more information.

Overview of Our Industries

Aircraft Industry

The operating environment for the lease of aircraft and aircraft assets is currently favorable. Factors such as population growth as well as global economic health and development are positively influencing both passenger and freight demand. In addition, factors and trends including Original Equipment Manufacturer supply chain challenges and backlogs, the financing needs of airlines and the availability of maintenance facilities as well as repair timelines may increase the demand for our aircraft and aircraft equipment.

Oil and Natural Gas Industry

The oil and natural gas industry has traditionally been volatile and is influenced by a combination of long-term, short-term and cyclical trends, including the domestic and international supply and demand for oil and natural gas, current and expected future prices for oil and natural gas and the perceived stability and sustainability of those prices, production depletion

rates and the resultant levels of cash flows generated and allocated by exploration and production companies to their drilling, completion and related services and products budgets. The oil and natural gas industry is also impacted by general domestic and international economic conditions, political instability in oil producing countries, government regulations (both in the United States and elsewhere), levels of customer demand, the availability of pipeline capacity, storage capacity, shortages of equipment and materials and other conditions and factors that are beyond our control.

Demand for most of our oil and natural gas products and services depends substantially on the level of expenditures by companies in the oil and natural gas industry. The levels of capital expenditures of our customers are driven by many factors, including the prices of oil and natural gas. The conflict in the Middle East, including attacks on regional energy infrastructure, has resulted in higher oil prices and the potential for multi-year LNG constraints. These factors have resulted in improved demand for our services, which we expect to continue through the remainder of 2026. Positive trends that may contribute to increased activity will come from LNG export capacity coming online and general electricity and power demand enhancements. We will be strategically positioned to capitalize on this anticipated demand if and when it ramps up.

Infrastructure Industry

The infrastructure industry involves the construction and maintenance of fiber networks. Demand for our services is driven by artificial intelligence ("AI") and data center projects.

Certain barriers to entry exist in the markets in which we operate, including adequate financial resources, technical expertise, high safety ratings and a proven track record of operational success. We compete based upon our industry experience, technical expertise, financial and operational resources, geographic presence, industry reputation, safety record and customer service. While we believe our customers consider a number of factors when selecting a service provider, they generally award most of their work through a bid process. Consequently, price is often a principal factor in determining which service provider is selected.

We believe that AI and high-performance computing will drive the upgrade and overbuild of fiber networks in order to increase data capacity. Funding for projects in the infrastructure space remains strong with added opportunities since the Infrastructure Investment and Jobs Act ("IIJA") was signed into law on November 15, 2021. Federal and state agencies continue to implement multi-year funding programs established under the IIJA, including substantial investments through Broadband Equity, Access and Deployment ("BEAD") program. These programs continue to support planned investment in broadband, utility, transportation, and clean-energy projects. Although these programs were enacted several years ago, the implementation and distribution of funds remain ongoing and are expected to continue well into the latter half of the decade. Market participants across telecommunications, power, and energy-transition sectors have announced substantial capital plans aligned with these programs, supported by federal incentives and growing private-sector investment in areas such as fiber deployment, grid modernization, electrification, and data-center-related power demand.

Settlement Agreement with PREPA

Cobra and PREPA previously entered into two agreements to aid in the restoration and reconstruction of Puerto Rico's power grid in response to damage caused by Hurricane Maria in 2017. Our work under each of the contracts with PREPA ended on March 31, 2019. PREPA is currently subject to bankruptcy proceedings, which were filed in July 2017 and are currently pending in the United States District Court for the District of Puerto Rico (the "Title III Court"). Cobra pursued litigation in the Title III Court and other dispute resolution efforts seeking recovery of the amounts owed to Cobra by PREPA for restoration services in Puerto Rico, which proceedings are discussed in more detail in the Company's prior reports filed with the SEC. On July 22, 2024, Cobra entered into the Settlement Agreement with PREPA. Pursuant to the terms of the Settlement Agreement, PREPA paid Cobra approximately \$168.4 million in 2024 and, as of March 31, 2026, PREPA owes Cobra \$20.0 million, which is payable to Cobra within seven days following the effective date of PREPA's plan of adjustment in its bankruptcy proceedings. Refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2025, previously filed with the SEC for more information regarding the Settlement Agreement.

First Quarter 2026 Financial Overview

- Revenue for the first quarter of 2026 increased by \$10.4 million, or 90%, to \$22.0 million from \$11.6 million for the first quarter of 2025. The increase in total revenue is primarily attributable to an increase in rental and aviation sales, accommodation and drilling services revenue.

- Net income for the first quarter of 2026 was \$5.2 million, or \$0.11 per diluted share, as compared to net loss of \$0.5 million, or \$(0.01) per diluted share, for the first quarter of 2025.
- Adjusted EBITDA for the first quarter of 2026 was \$1.9 million as compared to (\$2.3) million for the first quarter of 2025. See “Non-GAAP Financial Measures” for a reconciliation of net income (loss) from continuing operations to Adjusted EBITDA.

Future Results

We expect to generate positive adjusted EBITDA from continuing operations for the full year 2026.

Results of Operations

Three Months Ended March 31, 2026 Compared to Three Months Ended March 31, 2025

	Three Months Ended	
	March 31, 2026	March 31, 2025
	(in thousands)	
Revenue:		
Rental services and aviation sales	\$ 12,967	\$ 1,927
Infrastructure services	269	712
Natural sand proppant services	3,864	6,739
Accommodation services	3,541	2,081
Drilling services	1,421	182
Other services	48	—
Eliminations	(80)	(10)
Total revenue	22,030	11,631
Cost of revenue:		
Rental services and aviation sales (exclusive of depreciation and amortization of \$2,611 and \$167 for the three months ended March 31, 2026 and 2025, respectively)	8,060	1,418
Infrastructure services (exclusive of depreciation and amortization of \$56 and \$53 for the three months ended March 31, 2026 and 2025, respectively)	511	874
Natural sand proppant services (exclusive of depreciation, depletion and accretion of \$429 and \$877 for the three months ended March 31, 2026 and 2025, respectively)	4,455	5,476
Accommodation services (exclusive of depreciation and accretion of \$288 and \$259 for the three months ended March 31, 2026 and 2025, respectively)	2,138	1,432
Drilling services (exclusive of depreciation of \$17 and \$29 for the three months ended March 31, 2026 and 2025, respectively)	1,192	396
Other services (exclusive of depreciation of \$69 and \$698 for the three months ended March 31, 2026 and 2025, respectively)	231	481
Eliminations	(80)	(10)
Total cost of revenue	16,507	10,067
Selling, general and administrative	3,596	4,116
Depreciation, depletion, amortization and accretion	3,470	2,083
Gains on disposal of assets, net	(674)	(3,472)
Operating loss	(869)	(1,163)
Interest income, net, inclusive of related parties	514	85
Unrealized gain on marketable securities	7,103	—
Other expense, net	(609)	(333)
Income (loss) before income taxes	6,139	(1,411)
Provision for income taxes	1,455	838
Net income (loss) from continuing operations	4,684	(2,249)
Net income from discontinued operations, net of income taxes	503	1,712
Net income (loss)	\$ 5,187	\$ (537)

Revenue. Revenue for the three months ended March 31, 2026 increased \$10.4 million, or 90%, to \$22.0 million from \$11.6 million for the three months ended March 31, 2025. The increase in total revenue is primarily attributable to increases in revenue for rental, accommodation and drilling services during the three months ended March 31, 2026, which was partially

offset by a decrease in revenue for infrastructure services and natural sand proppant services. Revenue by segment was as follows:

Rental Services and Aviation Sales. Rental services and aviation sales revenue increased \$11.1 million, or 584%, to \$13.0 million for the three months ended March 31, 2026 from \$1.9 million for the three months ended March 31, 2025. The increase in our rental services and aviation sales revenue was primarily driven by a \$10.0 million increase in aviation revenue, which was coupled with a 55% increase in equipment rental revenue. The increase in aviation revenue was a result of the sale of an auxiliary power unit for \$6.5 million combined with increased utilization.

Infrastructure Services. Infrastructure services revenue decreased \$0.4 million, or 57%, to \$0.3 million for the three months ended March 31, 2026 from \$0.7 million for the three months ended March 31, 2025. The decrease in revenue was primarily due to a decrease in fiber optic revenue related to decreased activity.

Natural Sand Proppant Services. Natural sand proppant services revenue decreased \$2.8 million, or 42%, to \$3.9 million for the three months ended March 31, 2026 from \$6.7 million for the three months ended March 31, 2025 primarily due to a 18% decrease in tons of sand sold from 189,020 tons for the three months ended March 31, 2025 to 155,597 tons for the three months ended March 31, 2026, combined with a 9% decline in the average price per ton of sand sold from \$21.49 per ton during the three months ended March 31, 2025 to \$19.49 per ton during the three months ended March 31, 2026. Average price per ton of sand sold decreased primarily due to a shift of grade mix. Additionally, the three months ended March 31, 2025 included shortfall revenue of \$1.6 million compared to none for the three months ended March 31, 2026. The decrease in revenue also reflects \$0.1 million of lower customer freight reimbursements.

Accommodation Services. Accommodation services revenue increased \$1.4 million, or 67%, to \$3.5 million for the three months ended March 31, 2026 from \$2.1 million for the three months ended March 31, 2025 primarily due to an increase in utilization. On average, 275 rooms were utilized during the three months ended March 31, 2026 as compared to 179 for the three months ended March 31, 2025 for our accommodation services.

Drilling Services. Drilling services revenue increased \$1.2 million or 600% to \$1.4 million for the three months ended March 31, 2026 from \$0.2 million for the three months ended March 31, 2025. The increase in our drilling services revenue was primarily attributable to increased utilization, which increased from 2% for the three months ended March 31, 2025 to 20% for the three months ended March 31, 2026, coupled with higher average day rates for our drilling services.

Cost of Revenue (exclusive of depreciation, depletion, amortization and accretion). Cost of revenue, exclusive of depreciation, depletion, amortization and accretion, increased \$6.4 million from \$10.1 million, or 75% of total revenue, for the three months ended March 31, 2025 to \$16.5 million, or 87% of total revenue, for the three months ended March 31, 2026. Cost of revenue by segment was as follows:

Rental Services and Aviation Sales Rental services and aviation sales cost of revenue, exclusive of depreciation and amortization, increased \$6.7 million, or 479%, to \$8.1 million for the three months ended March 31, 2026 from \$1.4 million for the three months ended March 31, 2025, primarily due to the sale of an auxiliary power unit with a cost basis of \$5.8 million, an increase in utilization, and the expansion of our aviation equipment offerings. As a percentage of revenue, our rental services cost of revenue, exclusive of depreciation and amortization of \$2.6 million and \$0.2 million for the three months ended March 31, 2026 and 2025, was 62% and 74%, respectively. The decrease as a percentage of revenue is primarily due to an increase in equipment utilization as well as higher margins associated with aviation rentals as compared to equipment rentals, resulting in improved absorption of fixed operating costs.

Infrastructure Services. Infrastructure services cost of revenue, exclusive of depreciation, decreased \$0.4 million, or 44%, to \$0.5 million for the three months ended March 31, 2026 from \$0.9 million for the three months ended March 31, 2025. As a percentage of revenue, cost of revenue, exclusive of depreciation of \$0.1 million for the three months ended March 31, 2026 and 2025, was 167% and 129% for the three months ended March 31, 2026 and 2025, respectively. The increase as a percentage of revenue is primarily due to an increase in subcontractor expense.

Natural Sand Proppant Services. Natural sand proppant services cost of revenue, exclusive of depreciation, depletion and accretion, decreased \$1.0 million, or 18%, to \$4.5 million for the three months ended March 31, 2026 from \$5.5 million for the three months ended March 31, 2025. As a percentage of revenue, cost of revenue, exclusive of depreciation, depletion and accretion of \$0.4 million and \$0.9 million for the three months ended March 31, 2026

and 2025, was 115% and 82% for the three months ended March 31, 2026 and 2025, respectively. The increase in cost as a percentage of revenue is primarily due to an 18% decrease in tons sold and a 9% decline in average sales price per ton.

Accommodation Services. Accommodation services cost of revenue, exclusive of depreciation and accretion, increased \$0.7 million, or 50%, to \$2.1 million for the three months ended March 31, 2026 from \$1.4 million for the three months ended March 31, 2025. As a percentage of revenue, cost of revenue, exclusive of depreciation and accretion of \$0.3 million for the three months ended March 31, 2026 and 2025, was 60% and 67% for the three months ended March 31, 2026 and 2025, respectively. The decrease as a percentage of revenue is primarily due to an increase in utilization, resulting in a lower ratio of fixed costs to variable costs.

Drilling Services. Drilling services cost of revenue, exclusive of depreciation, increased \$0.8 million, or 200%, to \$1.2 million for the three months ended March 31, 2026 from \$0.4 million for the three months ended March 31, 2025. As a percentage of revenue, cost of revenue, exclusive of depreciation of nominal amounts for the three months ended March 31, 2026 and 2025, was 86% and 200% for the three months ended March 31, 2026 and 2025, respectively. The decrease as a percentage of revenue is primarily due to an increase in utilization, resulting in a lower ratio of fixed costs to variable costs.

Other Services. Other services cost of revenue, exclusive of depreciation, decreased \$0.3 million to \$0.2 million for the three months ended March 31, 2026 from \$0.5 million for the three months ended March 31, 2025. The decline is primarily due to decreased utilization, resulting in a higher proportion of fixed operating costs.

Selling, General and Administrative. Selling, general and administrative, or SG&A, represent the costs associated with managing and supporting our operations. SG&A decreased \$0.5 million to \$3.6 million for the three months ended March 31, 2026 from \$4.1 million for the three months ended March 31, 2025. The decrease is primarily due to a decrease in legal fees.

Depreciation, Depletion, Amortization and Accretion. Depreciation, depletion, amortization and accretion totaled \$3.5 million for the three months ended March 31, 2026 compared to \$2.1 million for the three months ended March 31, 2025. The increase is primarily attributable to increased depreciation of property, plant and equipment resulting from aviation assets being placed into service.

Gains on Disposal of Assets, Net. Gains on the disposal of assets, net were \$0.7 million compared to \$3.5 million for the three months ended March 31, 2026 and 2025, respectively.

Operating Loss. We reported operating loss of \$0.9 million for the three months ended March 31, 2026 compared to operating loss of \$1.2 million for the three months ended March 31, 2025. The decrease in operating loss is primarily due to an increase in activity for our rental, accommodation and drilling services.

Interest Income, Net. Interest income, net of interest expense and financing charges was \$0.5 million for the three months ended March 31, 2026 compared to \$0.1 million for the three months ended March 31, 2025.

Unrealized Gain on Marketable Securities, Net. Unrealized gain on marketable securities, net was \$7.1 million for the three months ended March 31, 2026 compared to zero for the three months ended March 31, 2025, as the Company did not hold marketable securities during the prior-year period.

Other Income (Expense), Net. Other income, net was \$0.6 million for the three months ended March 31, 2026 compared to other expense, net of \$0.3 million for the three months ended March 31, 2025.

Provision for Income Taxes. We recorded income tax expense of \$1.5 million on pre-tax income of \$6.1 million for the three months ended March 31, 2026 compared to \$0.8 million on pre-tax loss of \$1.4 million for the three months ended March 31, 2025. Our effective tax rates were 23.7% and 59.4% for the three months ended March 31, 2026 and 2025, respectively. The effective tax rate for the three months ended March 31, 2026 differed from the statutory rate of 21% primarily due to changes in the valuation allowance and interest and penalties recognized during the period. The effective tax rate for the three months ended March 31, 2025 differed from the statutory rate of 21% primarily due to interest and penalties recognized during the period.

Discontinued Operations. We recorded net income from discontinued operations, net of income taxes totaling \$0.5 million during the three months ended March 31, 2026 compared to \$1.7 million for the three months ended March 31, 2025.

See Note 3 of the notes to our unaudited condensed consolidated financial statements for a breakout of the results of operations for our discontinued operations.

Non-GAAP Financial Measures

Adjusted EBITDA from Continuing Operations

Adjusted EBITDA from continuing operations is a supplemental non-GAAP financial measure that is used by management and external users of our financial statements, such as industry analysts, investors, lenders and rating agencies. We define Adjusted EBITDA from continuing operations as net income (loss) from continuing operations before depreciation, depletion, amortization and accretion, gains on disposal of assets, net, stock based compensation, interest income, net, inclusive of related parties, unrealized gain on marketable securities, net, other expense, net (which is comprised of interest on trade accounts receivable and certain legal expenses) and provision for income taxes, further adjusted to add back interest on trade accounts receivable. We exclude the items listed above from net income (loss) from continuing operations in arriving at Adjusted EBITDA from continuing operations because these amounts can vary substantially from company to company within our industries depending upon accounting methods and book values of assets, capital structures and the method by which the assets were acquired. Adjusted EBITDA from continuing operations should not be considered as an alternative to, or more meaningful than, net income (loss) from continuing operations or cash flows from operating activities as determined in accordance with GAAP or as an indicator of our operating performance or liquidity. Certain items excluded from Adjusted EBITDA from continuing operations are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure, as well as the historical costs of depreciable assets, none of which are components of Adjusted EBITDA from continuing operations. Our computations of Adjusted EBITDA from continuing operations may not be comparable to other similarly titled measures of other companies. We believe that Adjusted EBITDA from continuing operations is a widely followed measure of operating performance and may also be used by investors to measure our ability to meet debt service requirements.

The following tables provide a reconciliation of Adjusted EBITDA from continuing operations to net income (loss) from continuing operations, the most directly comparable GAAP financial measure for the specified periods (in thousands):

	Three Months Ended	
	March 31,	
	2026	2025
Reconciliation of net income (loss) from continuing operations to Adjusted EBITDA from continuing operations:		
Net income (loss) from continuing operations	\$ 4,684	\$ (2,249)
Depreciation, depletion, amortization and accretion	3,470	2,083
Gains on disposal of assets, net	(674)	(3,472)
Stock based compensation	—	211
Interest income, net, inclusive of related parties	(514)	(85)
Unrealized gain on marketable securities, net	(7,103)	—
Other expense, net	609	333
Provision for income taxes	1,455	838
Adjusted EBITDA from continuing operations	<u>\$ 1,927</u>	<u>\$ (2,341)</u>

Liquidity and Capital Resources

We require capital to fund ongoing operations including maintenance expenditures on our existing fleet of equipment, organic growth initiatives, investments and acquisitions, and the litigation settlement obligations described in Note 18. Commitments and Contingencies of the notes to the unaudited condensed consolidated financial statements and under "Capital Requirements and Sources of Liquidity" below. Our primary sources of liquidity have been cash on hand, borrowings under our revolving credit facility, proceeds from the sale of assets and cash flows from operations. Our primary uses of capital have been for investing in property, plant and equipment used to provide our services and to acquire complementary assets and businesses.

Liquidity

The following table summarizes our liquidity as of the dates indicated (in thousands):

	March 31, 2026	December 31, 2025
Cash and cash equivalents	\$ 92,717	\$ 101,987
Revolving credit facility borrowing base	50,000	50,000
Less letter of credit facilities (environmental remediation)	(2,573)	(2,573)
Less letter of credit facilities (insurance programs)	(2,400)	(2,400)
Net working capital (less cash, cash equivalents and restricted cash) ^(a)	4,698	(6,940)
Total	<u>\$ 142,442</u>	<u>\$ 140,074</u>

(a) Net working capital (less cash, cash equivalents and restricted cash) is calculated by subtracting total current liabilities, cash and cash equivalents and restricted cash from total current assets.

As of May 6, 2026, we had unrestricted cash on hand of \$56.0 million, marketable securities of \$32.6 million, no outstanding borrowings under our revolving credit facility and a borrowing base of \$50.0 million, leaving an aggregate of \$40.4 million of available borrowing capacity under this facility, after giving effect to \$5.0 million of outstanding letters of credit. As of May 6, 2026, we had cash, cash equivalents and marketable securities of \$88.6 million.

Cash Flows

The following table sets forth our cash flows for the periods indicated (in thousands):

	Three Months Ended March 31,	
	2026	2025
Net cash used in operating activities from continuing operations	\$ (2,751)	\$ (466)
Net cash (used in) provided by operating activities from discontinued operations	(281)	3,177
Net cash (used in) provided by investing activities from continuing operations	(10,343)	3,230
Net cash provided by (used in) investing activities from discontinued operations	4,581	(6,223)
Net cash used in financing activities from continuing operations	(465)	(126)
Net cash used in financing activities from discontinued operations	—	(3,672)
Effect of foreign exchange rate on cash	(8)	5
Net decrease in cash, cash equivalents and restricted cash	<u>\$ (9,267)</u>	<u>\$ (4,075)</u>

Operating Activities from Continuing Operations

Net cash used in operating activities from continuing operations was \$2.8 million for the three months ended March 31, 2026, compared to \$0.5 million for the three months ended March 31, 2025. The decrease in operating cash flows from continuing operations for the three months ended March 31, 2026 was primarily attributable to a decline in receipts on accounts receivable, which was partially offset by an increase in net income from continuing operations.

Operating Activities from Discontinued Operations

Net cash used in operating activities from discontinued operations was \$0.3 million for the three months ended March 31, 2026, compared to net cash provided by operating activities from discontinued operations of \$3.2 million for the three months ended March 31, 2025. The decrease in operating cash flows from discontinued operations for the periods is primarily attributable to decreased receipt of outstanding receivables of the discontinued entities during the three months ended March 31, 2026.

Investing Activities from Continuing Operations

Net cash used in investing activities from continuing operations was \$10.3 million for the three months ended March 31, 2026, compared to net cash provided by investing activities from continuing operations of \$3.2 million for the three months ended March 31, 2025. The increase in net cash used in investing activities from continuing operations for the periods is primarily due to an increase in purchases of property, plant and equipment and purchases of marketable securities for the three months ended March 31, 2026.

The following table summarizes our purchases of property, plant and equipment by segment for the periods indicated (in thousands):

	Three Months Ended	
	March 31,	
	2026	2025
Rental services and aviation sales ^(a)	\$ 9,335	\$ 55
Infrastructure services ^(b)	1,935	202
Natural sand proppant services ^(c)	235	93
Accommodation services ^(c)	201	15
Drilling services ^(c)	—	97
Total purchases of property, plant and equipment	<u>\$ 11,706</u>	<u>\$ 462</u>

(a) Capital expenditures primarily for expansion of our aviation rental fleet for the three months ended March 31, 2026 and equipment rental purchases for the three months ended March 31, 2025.

(b) Capital expenditures primarily for equipment for our fiber optic fleets for the periods presented.

(c) Capital expenditures primarily for equipment for the periods presented.

Investing Activities from Discontinued Operations

Net cash provided by investing activities from discontinued operations was \$4.6 million for the three months ended March 31, 2026, compared to net cash used in investing activities from discontinued operations of \$6.2 million for the three months ended March 31, 2025. The increase in net cash provided by investing activities from discontinued operations for the periods is primarily due to the sale of pressure pumping land and building during the three months ended March 31, 2026.

Financing Activities from Continuing Operations

Net cash used in financing activities from continuing operations was \$0.5 million for the three months ended March 31, 2026, compared to \$0.1 million for the three months ended March 31, 2025. The increase in net cash used in financing activities from continuing operations for the periods is primarily due to common stock repurchase and retirement, which was partially offset by a decrease in principal payments on financing leases and equipment notes for the three months ended March 31, 2026.

Financing Activities from Discontinued Operations

Net cash used in financing activities from discontinued operations was \$3.7 million for the three months ended March 31, 2025. Net cash used in financing activities from discontinued operations for the periods is primarily attributable to payments on sale leaseback transactions and principal payments on financing leases for the three months ended March 31, 2025.

Effect of Foreign Exchange Rate on Cash

The effect of foreign exchange rate on cash was a nominal amount for the three months ended March 31, 2026 and 2025, respectively. The change was driven primarily by a favorable (unfavorable) shift in the weakness (strength) of the Canadian dollar relative to the U.S. dollar for the cash held in Canadian accounts.

Net Working Capital

Our net working capital totaled \$109.5 million and \$107.1 million at March 31, 2026 and December 31, 2025, respectively. Our unrestricted cash balances were \$92.7 million and \$102.0 million at March 31, 2026 and December 31, 2025, respectively.

Revolving Credit Facility

On October 16, 2023, we, as borrower, and certain of our direct and indirect subsidiaries, as guarantors, entered into a revolving credit agreement with the lenders party thereto and Fifth Third Bank, as may be subsequently amended (the “revolving credit facility”). The revolving credit facility provides for revolving commitments in an aggregate amount of up to \$50 million. Borrowings under the revolving credit facility are secured by our assets, inclusive of the subsidiary companies, and are subject to a borrowing base calculation prepared monthly which includes a requirement to maintain certain reserves as specified in the revolving credit facility. The revolving credit facility also contains various affirmative and restrictive covenants. Interest under the revolving credit facility equals the Tranche Rate (as defined in the revolving credit facility) plus (i) 1.75%, if the Average Excess Availability Percentage (as defined in the revolving credit facility) is greater than 66 2/3%, (ii) 2.00% if the Average Excess Availability Percentage is greater than 33 1/3% and less than or equal to 66 2/3%, and (iii) 2.25% if the Average Excess Availability Percentage is less than or equal to 33 1/3%.

At March 31, 2026 and December 31, 2025, the financial covenant under the revolving credit facility was the fixed charge coverage ratio of 1.0 to 1.0 which applies only during the period from the date that excess availability under the revolving credit facility is less than the greater of (i) 10% of total availability under the revolving credit facility and (ii) \$5 million until the date in which the excess availability is equal to the greater of (i) 10% of excess availability and (ii) \$5 million for 30 consecutive days (such period, a “Financial Covenant Period”). A Financial Covenant Period was not in effect as of March 31, 2026 and the filing date of this Quarterly Report.

On October 16, 2024, the Company entered into (i) an amendment to the revolving credit agreement (the “Credit Agreement Amendment”) and (ii) a letter of credit reimbursement agreement (the “Reimbursement Agreement”), each with Fifth Third Bank. The Credit Agreement Amendment, among other things, permits the transactions contemplated by the Reimbursement Agreement, including the issuance of one or more letters of credit to satisfy Cobra’s obligations under the Settlement Agreement relating to one or more indemnity letters of credit. The aggregate amount of all such letters of credit shall not exceed \$18.4 million. Under the terms of the Reimbursement Agreement, the Company agreed to hold cash funds totaling at least 105% of the stated amount of all letters of credit in an account maintained by Fifth Third Bank and to which Fifth Third Bank has a first priority security interest.

On October 18, 2024, Cobra received a payment from PREPA totaling \$18.4 million under the terms of the Settlement Agreement. In connection with the receipt of the \$18.4 million from PREPA, Cobra instructed Fifth Third Bank to issue a letter of credit to PREPA under the Reimbursement Agreement in the amount of \$18.4 million and transferred a total of \$19.3 million to a restricted cash account maintained by Fifth Third Bank as collateral for the letter of credit. In October 2025, Fifth Third Bank released the \$18.4 million letter of credit previously issued under the Reimbursement Agreement with PREPA. As part of the release, the \$19.3 million in cash collateral originally deposited on October 18, 2024 was returned to the Company. In addition, approximately \$0.5 million of interest earned on the collateralized balance was transferred to the Company’s unrestricted cash account.

On April 11, 2025, we entered into a second amendment to our revolving credit agreement to, among other things, do the following:

- i. receive consent from Fifth Third Bank to effectuate the sale of 5 Star Electric, LLC, Higher Power Electric, LLC and Python Equipment LLC;
- ii. permit the Company to repurchase up to the lesser of \$50 million or 10 million shares of its common stock on or before March 31, 2026, so long as the aggregate amount of the Company’s unrestricted cash is greater than \$50 million after each such repurchase;
- iii. expand the Company’s investment opportunities to include equity securities and private investments; and
- iv. add certain investments and qualified cash to the borrowing base calculation.

On July 2, 2025, the Company entered into a letter agreement in relation to its revolving credit facility whereby the Revolving Loan Commitments are reduced from \$75.0 million to \$50.0 million.

If an event of default occurs under the revolving credit facility and remains uncured, it could have a material adverse effect on the Company’s business, financial condition, liquidity and results of operations. The lenders, as applicable, (i) would not be required to lend any additional amounts to the Company, (ii) could elect to increase the interest rate by 200 basis points, (iii) could elect to declare all outstanding borrowings, together with accrued and unpaid interest and fees, to be due and payable, (iv) may have the ability to require the Company to apply all of its available cash to repay outstanding borrowings, and (v) may

foreclose on substantially all of the Company's assets. The revolving credit facility is currently scheduled to mature on October 16, 2028.

There were no financial covenants applicable under the revolving credit facility at March 31, 2026 and December 31, 2025.

As of May 6, 2026, our borrowing base was \$50.0 million and we had no outstanding borrowings under our revolving credit facility, leaving an aggregate of \$40.4 million of available borrowing capacity, after giving effect to \$5.0 million of outstanding letters of credit and the requirement to maintain the reserves specified in the revolving credit facility out of the available borrowing capacity.

On May 8, 2026, the Company entered into an agreement with Fifth Third Bank, which reduced the maximum availability from \$50.0 million to \$25.0 million. Pursuant to the agreement, the Company may, without obtaining lender consent, repurchase shares of its common stock. The agreement matures on May 8, 2029.

Repurchase Program Authorization

On August 10, 2023, our board of directors approved a stock repurchase program pursuant to which we would be authorized to repurchase up to the lesser of \$55 million or 10 million shares of our common stock, subject to the factors discussed below. Any stock repurchases under this program may be made opportunistically from time to time in open market or privately negotiated transactions in compliance with Rule 10b-18 under the Securities Act of 1934, as amended, including any 10b5-1 plan, and will be subject to market conditions, applicable legal and contractual restrictions, liquidity requirements and other factors. The repurchase program has no time limit, does not require us to repurchase any specific number of shares and may be suspended from time to time, modified or discontinued by our board of directors at any time. Any common stock repurchased as part of such stock repurchase program will be cancelled and retired. We have repurchased and retired 187,668 shares of our common stock for approximately \$0.4 million under the stock repurchase program during the three months ended March 31, 2026.

Capital Requirements and Sources of Liquidity

As we pursue our business and financial strategy, we regularly consider which capital resources are available to meet our future financial obligations and liquidity requirement. We believe that our cash on hand, operating cash flow, available borrowings under our currently undrawn credit facility and proceeds from divestitures will be sufficient to meet our short-term and long-term funding requirements, including funding our current operations, planned capital expenditures, debt service obligations and known contingencies.

During the three months ended March 31, 2026, our capital expenditures from continuing operations totaled \$11.7 million. During 2026, we currently estimate that our aggregate capital expenditures, excluding aviation, will be approximately \$23.0 million, depending upon industry conditions and our financial results. These capital expenditures primarily relate to our equipment rental services. Additional growth in our infrastructure division is expected to be financed through leasing arrangements.

In addition, while we regularly evaluate both aviation as well as acquisition opportunities, we do not have a specific acquisition budget for 2026 since the timing and size of aviation purchases or acquisitions cannot be accurately forecasted. We intend to continue to evaluate acquisition opportunities, including transactions involving entities controlled by Wexford. Our acquisitions may be undertaken with cash, our common stock or a combination of cash, common stock and/or other consideration. In the event we make one or more acquisitions and the amount of capital required is greater than the amount we have available for acquisitions at that time, we could be required to reduce the expected level of capital expenditures and/or seek additional capital.

If we seek additional capital for any of the above or other reasons, we may do so through borrowings under the revolving credit facility, joint venture partnerships, sale-leaseback transactions, asset sales, including potential sales of accounts receivable or other financing transactions, offerings of debt or equity securities or other means. Although we expect that our sources of capital will be adequate to fund our short-term and long-term liquidity requirements, we cannot assure you that this additional capital will be available on acceptable terms or at all. If we are unable to obtain funds we need, our ability to conduct operations, make capital expenditures, satisfy debt services obligations, pay litigation settlement obligations, fund contingencies and/or complete acquisitions that may be favorable to us will be impaired, which would have a material adverse effect on our business, financial condition, results of operations and cash flows.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The demand, pricing and terms for our products and services are largely dependent upon the level of activity for the U.S. oil and natural gas industry, infrastructure industry and natural sand proppant industry. Industry conditions are influenced by numerous factors over which we have no control, including, but not limited to: the supply of and demand for oil and natural gas services, infrastructure services and natural sand proppant; demand for improvement and construction of fiber networks, fiber optic networks in the infrastructure industry and the level of expenditures of utility companies; the level of prices of, and expectations about future prices for, oil and natural gas and natural sand proppant, as well as infrastructure services; the cost of exploring for, developing, producing and delivering oil and natural gas; the expected rates of declining current production; the discovery rates of new oil and natural gas reserves and frac sand reserves meeting industry specifications and consisting of the mesh size in demand; access to pipeline, transloading and other transportation facilities and their capacity; weather conditions; domestic and worldwide economic conditions; political instability in oil-producing countries; environmental regulations; technical advances affecting energy consumption; the price and availability of alternative fuels; the ability of oil and natural gas producers and other users of our services to raise equity capital and debt financing; and merger and divestiture activity in industries in which we operate.

Although the levels of activity in the U.S. oil and natural gas and utility infrastructure industries continue to improve, they have historically been and continue to be volatile. We are unable to predict the ultimate impact of the volatility in commodity prices, any changes in the near-term or long-term outlook for our industries or overall macroeconomic conditions on our business, financial condition, results of operations, cash flows and stock price.

Interest Rate Risk

We had a cash and cash equivalents balance of \$92.7 million at March 31, 2026. Currently, we do not enter into derivative instruments to hedge our interest rate exposure. However, we may enter into these types of investments in the future.

Interest under our revolving credit facility equals the Tranche Rate (as defined in the revolving credit facility) plus an applicable margin, which can fluctuate based on multiple facts, including rates set by the U.S. Federal Reserve, the supply and demand for credit and general economic conditions, plus an applicable margin. At March 31, 2026, we had no outstanding borrowings under our revolving credit facility.

Marketable Securities Risk

As of March 31, 2026, the recorded fair value of our equity investments in publicly traded companies was \$32.4 million. These investments are subject to market price volatility, and current global economic conditions add further uncertainty. However, our holdings are concentrated in financially stable companies. Accordingly, we believe that a meaningful sensitivity analysis is not practicable.

Foreign Currency Risk

Our remote accommodation services segment generates revenue and incurs expenses that are denominated in the Canadian dollar. These transactions could be materially affected by currency fluctuations. Changes in currency exchange rates could adversely affect our consolidated results of operations or financial position. We also maintain cash balances denominated in the Canadian dollar. At March 31, 2026, we had \$5.1 million of cash, in Canadian dollars, in Canadian accounts. A 10% increase in the strength of the Canadian dollar versus the U.S. dollar would have resulted in a nominal change to our income from continuing operations before income taxes at March 31, 2026. We have not hedged our exposure to changes in foreign currency exchange rates and, as a result, could incur unanticipated translation gains and losses.

Customer Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, marketable securities and accounts receivable. The Company's marketable securities portfolio consists of investment-grade securities. We are also subject to credit risk due to concentration of our receivables from several significant customers. We generally do not require our customers to post collateral. The inability, delay or failure of our customers to meet their obligations to us due to customer liquidity issues or their insolvency or liquidation may adversely affect our business, financial condition, results of operations and cash flows. This risk may be further enhanced by the volatility in commodity prices, the reduction in demand for our services and challenging macroeconomic conditions.

Specifically, we had receivables due from PREPA totaling \$20.0 million at March 31, 2026. PREPA is currently subject to bankruptcy proceedings pending in the U.S. District Court for the District of Puerto Rico. See Note 2. Basis of Presentation and Significant Accounting Policies—Accounts Receivable and—Concentrations of Credit Risk and Significant Customers and Note 18. Commitments and Contingencies—Litigation of the notes to our unaudited condensed consolidated financial statements for further information.

Seasonality

We provide infrastructure services in the southwestern and midwestern portions of the United States. We provide natural sand proppant services primarily in the Utica and Montney shales. We provide drilling services primarily in the Permian Basin, Eagle Ford, Granite Wash, Cana Woodford and Cleveland sand resource plays located in the continental U.S. We provide remote accommodation services in the oil sands in Alberta, Canada. We serve these markets through our facilities and service centers that are strategically located to serve our customers in Ohio, Texas, Oklahoma, Wisconsin, Colorado, California and Alberta, Canada. A portion of our revenue is generated in Ohio, Wisconsin, Pennsylvania, West Virginia and Canada where weather conditions may be severe. As a result, our operations may be limited or disrupted, particularly during winter and spring months, in these geographic regions, which would have a material adverse effect on our financial condition and results of operations. Our operations in Oklahoma and Texas are generally not affected by seasonal weather conditions.

Inflation and Trade Policies

Moderate inflationary pressures and uncertainty regarding recently enacted and potential future changes to international tariffs and trade policies may contribute to increases in the cost of certain goods, services and labor. Additionally, changes to international tariffs and trade policies may negatively impact our natural sand proppant services in relation to sales to Canadian customers. We continue to actively monitor the impact that inflationary pressures and trade policies may have on our business.

Item 4. Controls and Procedures

Evaluation of Disclosure Control and Procedures

Under the direction of our Chief Operating Officer and Chief Financial Officer, we have established disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in the 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. The disclosure controls and procedures are also intended to ensure that such information is accumulated and communicated to management, including our Chief Operating Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

At March 31, 2026, an evaluation was performed under the supervision and with the participation of management, including our Chief Operating Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15(b) under the Exchange Act. Based upon our evaluation, our Chief Operating Officer and Chief Financial Officer have concluded that at March 31, 2026, our disclosure controls and procedures are effective.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(d) and 15d-15(d) under the Exchange Act) that occurred during the quarter ended March 31, 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Due to the nature of our business, we are, from time to time, involved in litigation or subject to disputes or claims related to our business activities, including breaches of contractual obligations, workers' compensation claims, employment related disputes, arbitrations, class actions and other litigation. We are also involved, from time to time, in reviews, investigations, subpoenas and other proceedings (both formal and informal) by governmental agencies regarding our business (collectively, "regulatory matters"), which regulatory matters, if determined adversely to us, could subject us to significant fines, penalties, obligations to change our business practices or other requirements resulting in increased expenses, diminished income and damage to our reputation. In the opinion of our management, none of the pending litigation, disputes or claims against us is expected to have a material adverse effect on our financial condition, cash flows or results of operations, except as disclosed in Note 18. Commitments and Contingencies of the notes to the unaudited condensed consolidated financial statements.

Item 1A. Risk Factors

As of the date of this filing, our Company and operations continue to be subject to the risk factors previously disclosed in Item 1A. Risk Factors in our Annual Report on Form 10-K filed with the SEC on March 6, 2026. For a discussion of the trends and uncertainties impacting our business and risks associated with the Settlement Agreement with PREPA, see also "Management's Discussion and Analysis of Financial Condition and Results of Operations—Overview of Our Industries—."

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The number of shares of common stock repurchased and retired by us during the three months ended March 31, 2026 is set forth below.

	Total Number of Shares Purchased	Average Price Paid per Share ⁽¹⁾	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽²⁾	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs ⁽²⁾
January 1 – January 31, 2026	—	—	—	\$ 55,000,000
February 1 – February 28, 2026	—	—	—	\$ 55,000,000
March 1 – March 31, 2026	187,668	\$ 2.14	187,668	\$ 54,595,741
Total	187,668		187,668	

(1) Excludes excise tax on common stock repurchases and retirements, which is included as part of the cost basis of the shares acquired.

(2) On August 10, 2023, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to the lesser of \$55 million or 10 million shares of its common stock. The repurchase program has no stated expiration date and may be suspended, modified, or discontinued at any time. All shares repurchased under the program are cancelled and retired.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Our operations are subject to the Federal Mine Safety and Health Act of 1977, as amended by the Mine Improvement and New Emergency Response Act of 2006, which imposes stringent health and safety standards on numerous aspects of mineral extraction and processing operations, including the training of personnel, operating procedures, operating equipment and other matters. Our failure to comply with such standards, or changes in such standards or the interpretation or enforcement thereof, could have a material adverse effect on our business and financial condition or otherwise impose significant restrictions on our ability to conduct mineral extraction and processing operations. Following passage of The Mine Improvement and New Emergency Response Act of 2006, MSHA significantly increased the numbers of citations and orders charged against mining operations. The dollar penalties assessed for citations issued has also increased in recent years. Information concerning mine

safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95.1 to this Report.

Item 5. Other Information

None of our directors or officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement during the first quarter ended March 31, 2026.

Item 6. Exhibits

The following exhibits are filed as a part of this report:

Exhibit Number	Exhibit Description	Incorporated By Reference				Filed Herewith	Furnished Herewith
		Form	Commission File No.	Filing Date	Exhibit No.		
3.1	Amended and Restated Certificate of Incorporation of the Company	8-K	001-37917	11/15/2016	3.1		
3.2	Amended and Restated Bylaws of the Company	8-K	001-37917	11/15/2016	3.2		
3.3	First Amendment to Amended and Restated Bylaws of the Company	8-K	001-37917	6/9/2020	3.1		
4.1	Specimen Certificate for shares of common stock, par value \$0.01 per share, of the Company	S-1/A	333-213504	10/3/2016	4.1		
4.2	Registration Rights Agreement, dated October 12, 2016, by and between the Company and Mammoth Energy Holdings, LLC	8-K	001-37917	11/15/2016	4.1		
10.1	Sublease Agreement, dated as of February 23, 2026, by and between Mammoth Energy Partners LLC and El Toro Resources, LLC.						X
10.2	Credit Agreement dated May 8, 2026, by and between Fifth Third Bank, National Association, and Mammoth Energy Services, Inc.						X
31.1	Certification of Chief Operating Officer pursuant to Rule 13(a)-14 and 15(d)-14 under the Securities Exchange Act of 1934.						X
31.2	Certification of Chief Financial Officer pursuant to Rule 13(a)-14 and 15(d)-14 under the Securities Exchange Act of 1934.						X
32.1	Certification of Chief Operating Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.						X
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.						X
95.1	Mine Safety Disclosure Exhibit						X
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.						X
101.SCH	XBRL Taxonomy Extension Schema Document.						X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.						X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.						X
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.						X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.						X
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.						X

Signatures

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

Date: May 11, 2026

By:

MAMMOTH ENERGY SERVICES, INC.

/s/ Bernard Lancaster

Bernard Lancaster

Chief Operating Officer and Principal Executive Officer

Date: May 11, 2026

By:

/s/ Mark Layton

Mark Layton

Chief Financial Officer and Principal Financial Officer

[***] CERTAIN INFORMATION HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEMS 601(B)(2)(II) AND 601(A)(5), FROM THIS DOCUMENT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), entered into and effective as of the 23 day of February, 2026 (the "Effective Date"), is by and between **EL TORO RESOURCES LLC**, a Delaware limited liability company ("El Toro" or "Sublessee") and **MAMMOTH ENERGY PARTNERS LLC**, a Delaware limited partnership ("Mammoth" or "Sublessor").

RECITALS:

A. WHEREAS, Sublessor is the lessee under that certain Office Lease Agreement dated effective as of the 1st day of April, 2017, by and between Caliber Investment Group LLC, a Delaware limited liability company ("Caliber"), and Mammoth, as the original tenant (the "2017 Lease" or "Lease");

B. WHEREAS, pursuant to the 2017 Lease, Caliber leased to Mammoth the entire second and third floors of the office building located at Two Caliber Park, 14201 Caliber Drive, Oklahoma City, Oklahoma 73134, (the "Building") commonly known as Suites 200 and 300, collectively containing Approximate Rentable Area of twenty-eight thousand six hundred twenty-two (28,622) square feet (the "Master Premises");

C. WHEREAS, effective June 29, 2021, State of Oklahoma Ex. Rel. Commissioners of the Land Office ("CLO" or "Landlord") acquired all of Caliber's right, title and interest in and to (i) the 2017 Lease, and (ii) the Building, whereby CLO became Landlord under the 2017 Lease;

D. WHEREAS, the 2017 Lease was amended pursuant to that certain First Amendment dated June 13, 2018 between CLO and Mammoth;

E. WHEREAS, the 2017 Lease was further amended pursuant to that certain Second Amendment dated May 11, 2022, by and between CLO and Mammoth;

F. WHEREAS, the 2017 Lease was further amended pursuant to that certain Third Amendment dated July 22, 2024, by and between CLO and Mammoth;

G. WHEREAS, a copy of the 2017 Lease and all Amendments thereto is attached hereto as **Exhibit A** and incorporated herein by reference for all purposes, and all capitalized terms used in this Sublease which are not otherwise expressly defined herein shall have the same meaning ascribed to those terms in the 2017 Lease; and

H. WHEREAS, Sublessor desires to sublease to Sublessee, and Sublessee is willing, as a favor to Sublessor, to sublease from Sublessor, a portion of the Master Premises, consisting of approximately fourteen thousand three hundred eleven (14,311) rentable square feet, being Suite 200 (the "Sublease Premises") and a non-exclusive use of the common area associated therewith.

NOW, THEREFORE, in consideration of the premises, the rental payments, covenants and conditions set forth herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, Sublessor and Sublessee hereby agree as follows:

1. Sublease Premises. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, on the terms and conditions set forth in this Sublease, all of Sublessor's right, title and interest in and to the Sublease Premises. For the removal of any doubt, the Sublease Premises will include the entire second floor of the Building and a non-exclusive right to use the common areas within the Building, including access to server rooms and IT closets.

2. Relocation Rent Credit. Sublessor shall provide to Sublessee a credit (the "Relocation Rent Credit") equal to all actual, necessary and reasonably documented expenses Sublessee incurs to third parties for costs associated with the relocation from its existing office space into the Sublease Premises, including, but not limited to, movers, moving equipment, the removal or haul off of furniture in Sublessee's current space or the Sublease Premises, the removal of El Toro Resources company sign from 14301 Caliber Drive and associated building repair and related electrical termination, the transition, relocation and installation of IT and phone systems equipment, hardware and networking, , the cost of administrative and address change and activity associated with the move to the Sublease Premises, including but not limited to printed materials, address change and notification activity.). Upon reasonable request, Sublessee shall provide reasonable detail of expenses used as a Relocation Rent Credit. The Relocation Rent Credit shall be applied against Base Rent first becoming due under this Sublease, and Sublessee shall not be obligated to make payments of Base Rent until the Relocation Rent Credit has been fully exhausted. Thereafter, Base Rent shall be due and payable in accordance with the terms of this Sublease. For avoidance of doubt, the intent is that Sublessee will break even financially on account of this Sublease, with all of its moving related expenses recouped through the Relocation Rent Credit. In addition, Sublessor shall provide a tenant improvement allowance of up to [***] to Sublessee. Sublessee shall cooperate with Sublessor to request and receive approval from the CLO for any such tenant improvements.

3. Term and Termination.

(a) The term (the "Term") of this Sublease shall commence on June 1, 2026 (subject to the application of the Relocation Rent Credit as provided in Section 2 above), and shall remain in effect until May 31, 2027, unless sooner terminated pursuant to the terms of this Sublease; provided, however, in the event of a sooner termination of the 2017 Lease (whether such termination occurs by lapse of time or any other reason), this Sublease shall also terminate at the same time.

(b) Sublessor hereby grants to Sublessee an option to extend the Term through the Termination Date under the 2017 Lease, which is April 30, 2028, ("Extended Term") at the same Rent and other terms of this Sublease Agreement, except that Sublessee shall not be provided a Relocation Rent Credit or a tenant improvement allowance during the Extended Term. If this option is exercised the "Term" shall include the "Extended Term".

(c) Should Sublessee continue to hold the Sublease Premises after the termination of this Sublease, whether the termination occurs by lapse of time or otherwise, such holding over shall constitute and be construed as a month-to-month subtenancy. In the event of a month-to-month subtenancy, Sublessee shall pay for its use and occupancy during such holdover month-to-month tenancy an amount equal to one hundred fifty percent (150%) of the (amount of) Base Rent that Sublessee was paying to Sublessor during the last month of the initial Term, as provided in Section 4, below. It is expressly provided, however, that this Section 3(c) shall not in

any sense constitute the grant to Sublessee of any option to extend the Sublease Term, other than the option for the Extended Term granted in Section 3(b) above.

4. Rent. During the Term of this Sublease, including the Extend Term if Sublessee exercises its option, the Sublessee shall pay to Sublessor Base Rent (the "Rent") in the amount of [***], payable in monthly installments of [***] per month, each payable in advance on the first (1st) day of each month during the Term of this Sublease beginning on June 1, 2026 (subject to the Relocation Rent Credit) and continuing on the first day of each month thereafter without notice or demand. The Sublessor owned office furniture located in the Subleased Premises, as of the Effective Date, will remain in the Sublease Premises for use by Sublessee, at no charge, during the Term, other than those items of furniture that Sublessee informs Sublessor in writing that it wants removed from the Subleased Premises prior to the Term commencing, which Sublessor shall remove.

5. **"AS-IS, WHERE-IS" CONDITION. THE SUBLEASE PREMISES AND ABOVE DENOTED OFFICE FURNITURE SHALL BE PROVIDED TO SUBLESSEE BY SUBLESSOR IN THEIR**

"AS-IS", "WHERE-IS" CONDITION WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE. SUBLESSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR RELATING TO THE HABITABILITY OF THE SUBLEASE PREMISES. SUBLESSEE ACCEPTS AND ACKNOWLEDGES SUBLESSOR'S SAID DISCLAIMERS.

6. Maintenance of Sublease Premises and Common Areas. The parties shall keep and maintain (or cause to be kept and maintained) in good repair and working order and make (or cause to be made) all repairs to and perform (or cause to be performed) necessary maintenance upon the Sublease Premises. All costs and expenses of such maintenance and repair shall be allocated between the parties in a reasonable manner.

7. Insurance. Sublessee shall be responsible for maintaining (a) commercial or comprehensive general liability insurance covering the Sublease Premises in the amount of Two Million and No/100 Dollars (\$2,000,000.00), (b) personal property damage and personal injury insurance in the amount of Two Million and No/100 Dollars (\$2,000,000.00), and (c) workers' compensation insurance as required under the laws of the State of Oklahoma. Such insurance shall (a) contain deductibles or co-insurance, (b) be with an insurance company acceptable to Sublessor, and (c) name Landlord and Sublessor and their respective parents, affiliated or subsidiary companies and entities, directors, officers, agents and employees, as additional insureds and a certificate evidencing same shall be provided to Sublessor and Landlord on the Effective Date.

8. Personal Property Taxes. All taxes on the personal property of Sublessee and any other taxes on Sublessee's business shall be paid by Sublessee.

9. Surrender of Possession. Sublessee covenants at the expiration, or earlier termination, of the Term of this Sublease for any reason, to surrender to Sublessor the Sublease Premises in good condition, reasonable wear and tear excepted.

10. Default and Remedies. It shall be an event of default under this Sublease if Sublessee (a) does not pay in full when due any and all installments of Rent or any other charges or payments hereunder within five (5) days of written notice from Sublessor of non-payment by Sublessee, or (b) violates or fails to perform or otherwise breaches any agreement, term, covenant or condition in this Sublease and does not cure or commence to cure such default within fifteen (15) days of written notice of such default from Sublessor. Upon the occurrence of an event of default, Sublessor shall have the right to (a) terminate this Sublease, in which event Sublessee shall immediately surrender the Sublease Premises to Sublessor, and if Sublessee fails to do so, Sublessor may, without prejudice to any other remedy which Sublessor may have for possession or arrearages in Rent, enter upon and take possession of the Sublease Premises and expel or remove Sublessee and any other person who may be occupying the

Sublease Premises or any part thereof without being liable for prosecution or any claim of damages therefor and Sublessee agrees to pay to Sublessor on demand all reasonable costs and expenses, necessarily incurred, including attorneys' fees incurred by Sublessor, in recovering possession of the Sublease Premises from Sublessee, and the amount of the loss and damage which Sublessor suffers by reason of such termination due to its inability to relet the Sublease Premises on satisfactory terms, and (b) without terminating this Sublease, enter upon the Sublease Premises and do whatever Sublessee is obligated to do under the terms of this Sublease but has failed to do, and Sublessee agrees to reimburse Sublessor immediately on demand for any expenses which Sublessor may incur in thus effecting compliance with Sublessee's obligations under this Sublease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Sublessor hereunder or of any of the damages accruing to Sublessor by reason of the violation of any of the terms, provisions and covenants contained in this Sublease.

Failure or delay by Sublessor to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Sublease.

11. Indemnification. Sublessee covenants and agrees to indemnify, defend, hold harmless, save, discharge and release the Landlord and the Sublessor, and the Landlord Indemnified Parties, from and against any payments, charges, judgments, assessments, losses, damages, liabilities, claims, demands, actions, penalties, fines or costs and expenses (including, without limitation, attorney's fees, costs, fees of experts and any other legal or other expenses reasonably incurred in connection therewith) of any kind whatsoever incurred or suffered by Landlord, Sublessor or the Landlord Indemnified Parties, including, without limitation, those arising under common law or the Environmental Laws of any type or nature whatsoever arising from, based upon, related to or associated with, any use, possession or occupancy of the Sublease Premises by the Sublessee or its shareholders, officers, directors, employees, agents, licensees or invitees. The foregoing indemnification obligation under this Section 11 shall expressly survive the expiration or termination of this Sublease for any reason.

12. Incorporation of Lease. Sublessee represents and warrants that it has received a copy of the Lease as attached hereto as **Exhibit A**, that it has reviewed the same, and that it agrees to comply with all of the terms thereof. All applicable terms and conditions of the Lease are incorporated into and made a part of this Sublease as if the Sublessor were the Landlord thereunder, Sublessee the Lessee thereunder, and the Sublease Premises a portion of the Premises leased thereunder. To the extent that there is any inconsistency between the terms of this Sublease and the Lease, the terms and conditions of the Lease shall be deemed to control in all respects. Sublessee assumes and agrees to be bound by all of the Lessee's obligations and agreements under the Lease during the Term to the extent that such obligations and agreements are applicable to the Sublease Premises, except that the obligation to pay rent to Landlord under the Lease shall be considered performed by Sublessee only to the extent and in the amount that the Rent is paid to Sublessor by Sublessee in accordance with Section 4 of this Sublease. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Lease. If the Lease terminates, this Sublease shall terminate and the parties shall be relieved of any further liability or obligations under this Sublease, except as otherwise specifically provided herein. However, if the Lease terminated as a result of a default or breach by Sublessor or Sublessee under this Sublease and/or the Lease, the defaulting party shall be liable to the nondefaulting party for the damages suffered as a result of such termination as provided in the Lease or this Sublease. Notwithstanding the foregoing, if the Lease gives Sublessor a right to terminate the Lease(i) by right, or (ii) in the event of the partial or total damage, destruction, or condemnation of the portion of the Premises subleased hereunder or the building or project of which the portion of the Premises subleased hereunder are a part, the exercise of such right by Sublessor shall not constitute a default or breach hereunder.

13. Waiver of Subrogation. The Sublessor and the Sublessee waive any and all rights of recovery, demands, claims, actions and causes of action against the other party and the agents, directors, officers, and employees of the other party, for any physical loss or damage that might occur to the Sublease Premises, including (without limitation) all improvements, fixtures, equipment, and all personal property of the other party on or about the Sublease Premises, by reason of fire, other casualty, or any other cause for which insurance actually covers the loss or damage, regardless of the cause or origin, including negligence of the other party or the agents, directors, officers and employees of the other party. Provided, however, that this Section shall not limit or terminate any of Sublessor's rights and remedies provided herein.

14. No Waiver. No waiver of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or any subsequent breach thereof.

15. No Assignment or Subletting. Except as otherwise permitted herein, Sublessee shall not assign, transfer or encumber any interest in this Sublease, in whole or in part, or further sublet all or any portion of the Sublease Premises, without the prior written consent of Sublessor, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the above, Sublessee may, upon prior written notice to Sublessor, assign or further sublet all or any part of its interest in and to this Sublease to any entity controlling, controlled by, or under common control with Sublessee, such as not but limited to Wexford Capital, WREI, and/or Caliber Development Company, or to any successor to Sublessee by purchase, merger, consolidation or reorganization without the prior written consent of Sublessor; Sublessor shall have the right to assign Sublessor's interest in this Sublease without the written consent of Sublessee.

16. Notices and Demand. All notices required or permitted hereunder shall be deemed to have been given if hand delivered, or if mailed in any United States Post office by certified or registered mail, postage prepaid, or if sent by reliable overnight courier service, addressed to Sublessor or Sublessee, respectively, at the following addresses, or to such other addresses as the respective party may hereafter designate to the other party in writing from time to time:

If to Sublessee:

EI Toro Resources LLC
Attn: John Walker, President
14201 Caliber Drive, Suite 200
Oklahoma City, Oklahoma 73134

If to Sublessor:

Mammoth Energy Partners LLC
Attn: Mark Layton , Chief Financial Officer
14201 Caliber Drive, Suite 300
Oklahoma City, Oklahoma 73134

17. INTENTIONALLY DELETED.

18. Entire Agreement. This Sublease represents the entire understanding and agreement of the parties, and the terms and provisions of this Sublease shall only be modified or amended in writing signed by all parties hereto, stating that it is meant to be an amendment and modification of this Sublease and specifically identifying the provision or provisions of this Sublease being so amended or modified thereby.

19. Law Governing. This Sublease shall be governed by and enforced in accordance with the laws and decisions of the State of Oklahoma.

20. Attorneys' Fees. If either party hereto is required to bring an action at law or in equity to protect its rights hereunder, or to enforce some covenant, condition, or provision hereof, the prevailing party in said action shall be entitled to reasonable attorneys' fees incurred by the prevailing party in such action.

21. Counterparts. This Sublease and the documents attached hereto may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument, binding on all parties hereto and their respective successors or permitted assigns.

22. Sublessor Remains Fully Obligated Under All The Terms of the Lease. In order to induce Landlord to consent to the granting of this Sublease by Sublessor to the Sublessee, Sublessor specifically covenants and agrees that Sublessor is not relieved hereby in any respect from all of its obligations to fully perform all of the terms, conditions and covenants of the Lease. Sublessor and Sublessee further expressly covenant, agree and acknowledge that Landlord, may, after default by Sublessor of any payments and obligations owing by Sublessor to Landlord under the Lease, collect rent directly from Sublessee and, in such event, Landlord shall apply the net amount so collected from Sublessee to the rent reserved in the Lease owing by Sublessor. In any event, Sublessor and Sublessee covenant, agree and acknowledge that this Sublease shall not be deemed in any respect a waiver of any of the covenants imposed upon Sublessor by the Lease, nor deemed an acceptance of the Sublessee as the tenant by Landlord, or a release of Sublessor from the full performance by Sublessor of all the terms, conditions and covenants of the Lease.

23. Waiver of Jury Trial. TO THE **MAXIMUM** EXTENT PERMITTED BY APPLICABLE LAW, SUBLESSOR AND SUBLESSEE EACH WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, RESULTING FROM, OR WITH RESPECT TO THIS SUBLEASE.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the Effective Date .

SUBLESSEE: EL TORO RESOURCES LLC

a Delaware limited liability company

By: /s/ John Walker

Name: John Walker

Title: President and Chief Executive Officer

SUBLESSOR: MAMMOTH ENERGY PARTNERS LLC

a Delaware limited liability company

By: /s/ Mark Layton

Name: Mark Layton

Title: Chief Financial Officer

Exhibit "A"

The Lease

CREDIT AGREEMENT

This **CREDIT AGREEMENT**, dated as of May 8, 2026, is by and between **MAMMOTH ENERGY SERVICES, INC.**, a Delaware corporation ("Borrower"), and **FIFTH THIRD BANK, NATIONAL ASSOCIATION** ("Lender").

RECITALS

WHEREAS, Borrower desires that Lender extend certain revolving credit facilities to Borrower for the purposes specified in Section 3.16;

WHEREAS, Borrower desires to secure all of the Obligations by granting to Lender a first-priority perfected Lien upon the Collateral pursuant to the terms of the Loan Documents;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. For purposes of this Agreement, including the introductory paragraph, recitals and annexes hereto, and the other Loan Documents, capitalized terms shall have the following meanings:

"Advance" means any Revolving Credit Advance.

"Affiliate" means, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, 15% or more of the Stock having ordinary voting power in the election of directors (or managers) of such Person, (b) each Person that controls, is controlled by or is under common control with such Person, and (c) each of such Person's officers, directors, members, managers, joint venturers and partners. For the purposes of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise; *provided*, that the term "Affiliate" shall specifically exclude Lender.

"Agreement" means this Credit Agreement.

"Applicable Margin" means 1.50% *per annum*.

"Availability" means, as of any date of determination, the lesser of (a) the Maximum Revolver Amount, as of such date and (b) the Minimum Collateral Amount maintained in Controlled Accounts as of such date.

"Bank Product" means any of the following products, services or facilities extended to Borrower from time to time by Lender or any of Affiliate of Lender or any Person who was Lender or an Affiliate of Lender at the time it provided such products, services or facilities: (a) any services in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox services, stop payment services, and other treasury

management services; (b) commercial credit card and merchant card services; and (c) other banking products or services as may be requested by Borrower, other than Letters of Credit and Rate Contracts.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“BillPayer Service” means Lender’s (or, as applicable, its Affiliate’s) then current automated bill paying service, as established and implemented by Lender (or such Affiliate) in accordance with its methods and procedures periodically in effect.

“Borrower” as defined in the introductory paragraph hereto.

“Borrowing Availability” means, as of any date of determination, Availability at such time, minus the aggregate Revolving Exposure at such time.

“Business Day” means any day on which commercial banks in New York, New York and Cincinnati, Ohio are required by Law to be open for business; *provided* that, notwithstanding anything to the contrary in this definition of “Business Day”, at any time during which a Rate Contract with Lender is then in effect with respect to all or a portion of the Obligations, then the definitions of “Business Day” and “Banking Day”, as applicable, pursuant to such Rate Contract shall govern with respect to all applicable notices and determinations in connection with such portion of the Obligations arising under such Rate Contract. Periods of days referred to in the Loan Documents will be counted in calendar days unless Business Days are expressly prescribed.

“Cash Equivalents” means (a) any readily-marketable securities (i) issued by, or directly, unconditionally and fully guaranteed or insured by the United States federal government or (ii) issued by any agency of the United States federal government the obligations of which are fully backed by the full faith and credit of the United States federal government, (b) any readily-marketable direct obligations issued by any other agency of the United States federal government, any state of the United States or any political subdivision of any such state or any public instrumentality thereof, or any political subdivision or taxing authority thereof, in each case having a rating of at least “A-1” from S&P or at least “P-1” from Moody’s, (c) any commercial paper rated at least “A-1” by S&P or “P-1” by Moody’s and issued by any Person organized under the Laws of any state of the United States, (d) any Dollar-denominated time deposit, insured certificate of deposit, overnight bank deposit or bankers’ acceptance issued or accepted by (i) any Lender or (ii) any commercial bank that is (A) organized under the Laws of the United States, any state thereof or the District of Columbia, (B) “adequately capitalized” (as defined in the regulations of its primary federal banking regulators) and (C) has Tier 1 capital (as defined in such regulations) in excess of \$500,000,000 and is rated at least A-3 by S&P or at least P-3 by Moody’s, and (e) shares of any United States money market fund that (i) has substantially all of its assets invested continuously in the types of investments referred to in clause (a), (b), (c) or (d) above with maturities as set forth in the proviso below, and (ii) has obtained from either S&P or Moody’s the highest rating obtainable for money market funds in the United States; *provided* that the maturities of all obligations specified in any of clauses (a), (b), (c) or (d) above shall not exceed 365 days.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel

Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Closing Date" means the date of this Agreement.

"Collateral" as defined in Section 6.1.

"Commitments" means the Revolving Loan Commitment.

"Commitment Termination Date" means the earliest of (a) the third anniversary of this Agreement, (b) the date of termination of Lender's obligations to make Advances and to incur Letter of Credit Obligations or permit existing Advances to remain outstanding pursuant to Section 9.2(a), and (c) the date of indefeasible prepayment in full by Borrower of the Advances and the cancellation and return (or stand-by guaranty) of all Letters of Credit or the cash collateralization of all Letter of Credit Obligations in a manner set forth on Annex A or as otherwise set forth in any other applicable Loan Documents (and on terms and conditions acceptable to Lender), and the termination and permanent reduction of the Revolving Loan Commitment to \$0.

"Conforming Changes" means, with respect to the use, administration of, or any conventions associated with the Index Rate, the Prime Index, or any proposed Successor Rate, as applicable, any changes to the terms of this Agreement related to the timing, frequency, and methodology of determining rates and making payments of interest, including changes to the definition of Business Day, lookback periods or observation shift, prepayments, and borrowing notices, and other technical, administrative, or operational matters, as may be appropriate, in the discretion of Lender, to reflect the adoption and implementation of such applicable rate and to permit the administration thereof by Lender in an operationally feasible manner and, to the extent feasible, consistent with market practice.

"Control Agreement" means (a) with respect to any deposit account, an agreement in form and substance reasonably satisfactory to Lender, among Lender, in its capacity as such, Fifth Third Bank, National Association or one or more of its Affiliates as the depository institution maintaining such deposit account, and Borrower, effective for Lender to obtain "control" (within the meaning of Articles 8 and 9 under the UCC) of such deposit account, and (b) with respect to any securities account, an agreement in form and substance reasonably satisfactory to Lender, among Lender, in its capacity as such, Fifth Third Bank, National Association or one or more of its Affiliates as the securities intermediary with which the applicable entitlement or contract is carried and Borrower owning such entitlement or contract, that is effective for Lender to obtain "control" (within the meaning of Articles 8 and 9 under the UCC) of such securities account.

"Controlled Account" means any deposit account or securities account maintained by Borrower at Fifth Third Bank or one of its Affiliates that is the subject of an effective Control Agreement and for which Lender has the sole dominion and control of Lender, and neither Borrower nor any Person (other than Lender) shall have any control over the deposits and funds therein; *provided* that, so long as no Default or Event of Default has occurred and is continuing, Borrower shall have access to any funds therein in excess of the minimum amount required pursuant to Section 5.1.

"Convertible Bonds" means one or more bonds owned by Borrower that can be converted into a predetermined amount of Stock of the applicable issuer so long as such issuer maintains a corporate credit rating of BBB- or higher by S&P or Baa3 or higher by Moody's.

"Daily Simple SOFR" means a rate based on SOFR with interest accruing on a simple daily basis in arrears with a methodology and conventions selected by Lender.

"Default" means any event that, with the passage of time or notice or both, would, unless cured or waived, become an Event of Default.

"Default Rate" as defined in Section 2.3(c).

"Disbursement Account" means a disbursement account specified by Lender to Borrower as the "Disbursement Account" from time to time.

"Dollars" or "\$" means lawful currency of the United States of America.

"Environmental Laws" means all applicable federal, state, local and foreign laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases of pollutants, contaminants, chemicals, or industrial toxic or hazardous substances or wastes into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes, and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered promulgated or approved thereunder.

"Equity Securities" means at any time, common and preferred equity securities, United States receipts and closed-end mutual funds, in each case that are owned by Borrower and that are then listed on the NYSE and NASDAQ.

"Event of Default" as defined in Section 9.1.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to Lender or any other recipient of a payment under any Loan Document or required to be withheld or deducted from a payment to such recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes in each case, (i) by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office or, in the case of Lender in which its applicable lending office is located or (ii) that are Other Connection Taxes; (b) any United States federal withholding Taxes that would not have been imposed but for Lender's failure to comply with Section 2.7; and (c) any United States federal withholding Taxes imposed under FATCA.

"FATCA" means Sections 1471 through 1474 of the IRC, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any intergovernmental agreements entered into by the United States with respect thereto, current or future regulations or official interpretations thereof, in each case implementing such IRC Sections, and any agreement entered into pursuant to Section 1471(b)(1) of the IRC.

"Fees" means any and all fees payable to Lender pursuant to the Agreement or any of the other Loan Documents.

"Fifth Third" means Fifth Third Bank, National Association.

"Government Securities" means any readily-marketable securities issued by any agency of the United States federal government, the obligations of which are fully backed by the full faith and credit of the United States federal government.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Hazardous Material**" means (a) any "hazardous substance" as defined in Comprehensive Environmental Response, Compensation and Liability Act of 1980, (b) any "hazardous waste" as defined by the Resource Conservation and Recovery Act, (c) asbestos, (d) polychlorinated biphenyls, (e) petroleum, its derivatives, by products and other hydrocarbons, (f) mold, and (g) any other pollutant, toxic, radioactive, caustic or otherwise hazardous substance regulated under Environmental Laws.

"**Hazardous Materials Contamination**" means contamination (whether now existing or hereafter occurring) of the improvements, buildings, facilities, soil, groundwater, air or other elements on or of the relevant property by Hazardous Materials, or any derivatives thereof, or on or of any other property as a result of Hazardous Materials, or any derivatives thereof, generated on, emanating from or disposed of in connection with the relevant property.

"**Indebtedness**" means (i) all items (except items of capital stock, of capital surplus, of general contingency reserves or of retained earnings, deferred income taxes, and amount attributable to minority interest if any) which in accordance with generally accepted accounting principles would be included in determining total liabilities on a consolidated basis (if Borrower should have any Subsidiaries) as shown on the liability side of a balance sheet as at the date as of which Indebtedness is to be determined (excluding any contingent liabilities), (ii) all indebtedness secured by any mortgage, pledge, lien or conditional sale or other title retention agreement to which any property or asset owned or held is subject, whether or not the indebtedness secured thereby shall have been assumed (excluding non-capitalized leases which may amount to title retention agreements but including capitalized leases), and (iii) all indebtedness of others which Borrower or any Subsidiary has directly or indirectly guaranteed, endorsed (otherwise than for collection or deposit in the ordinary course of business), discounted or sold with recourse or agreed to purchase or repurchase or otherwise acquire, or in respect of which Borrower or any Subsidiary has agreed to apply or advance funds (whether by way of loan, stock purchase, capital contribution or otherwise) or otherwise to become directly or indirectly liable.

"**Indemnified Taxes**" means (a) 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 Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Indemnitees**" as defined in [Section 10.2](#).

"**Index Floor**" means 0.00%.

"**Index Rate**" means the greater of (i) the Index Floor and (ii) Term SOFR relating to quotations for one month or as otherwise set pursuant to the terms of this Agreement.

"**Index Rate Loans**" means any Advances that accrue interest by reference to the Index Rate and the other terms of the Agreement.

"**Interest Payment Date**" means, all as determined by Lender in accordance with the Loan Documents and Lender's loan systems and procedures periodically in effect (and subject to the terms of any BillPayer Service, as applicable), the first calendar day of each calendar month; *provided* that (subject to the terms of any BillPayer Service, as applicable), if the first calendar day of a particular calendar month is not a Business Day, then the Interest Payment Date occurring in that particular calendar month shall be the next succeeding Business Day (unless the next succeeding Business Day falls in a new calendar month, in which case the Interest Payment Date occurring in that particular calendar month shall be the immediately preceding Business Day). In addition to the foregoing, each of (x) the date upon which the Revolving Loan Commitment has been terminated and the Advances have been paid in full and (y) the Commitment Termination Date shall be deemed to be an "Interest Payment Date" with respect to any interest and any applicable Unused Commitment Fee that has then accrued under the Agreement.

"Law" and "Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, guidances, guidelines, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, governmental agreements and governmental restrictions, whether now or hereafter in effect.

"Lender" as defined in the introductory paragraph and shall additionally include (a) upon any assignment by Fifth Third pursuant to Section 11.6, such assignee of Fifth Third and (b) the respective successors of each of the foregoing. In addition to the foregoing, solely for the purpose of identifying the Persons entitled to share in payments and collections from the Collateral as more fully set forth in the Agreement and the Loan Documents, the term "Lender" shall include any provider of Bank Products.

"Letter of Credit Fee" as defined in Section 2.3(f).

"Letter of Credit Obligations" means all outstanding obligations incurred by Lender at the request of Borrower, whether or not Borrower is the applicant identified thereon, whether direct or indirect, contingent or otherwise, due or not due, in connection with the issuance of Letters of Credit by Lender. The amount of the Letter of Credit Obligations at any time shall equal the maximum amount that may be payable by Lender thereupon or pursuant thereto.

"Letters of Credit" means commercial or standby letters of credit issued for the account of Borrower or any Subsidiary of Borrower, whether or not Borrower is the applicant identified thereon, by Lender. As of the Closing Date, Lender has issued the following Letters of Credit: (i) S510667 i/a/o \$2,067,915.76, Applicant – Taylor Frac LLC, Beneficiary – Jackson County; (ii) S510668 i/a/o \$505,578.00, Applicant – Taylor Frac LLC, Beneficiary – Trempealeau County, and (iii) S510669 i/a/o \$2,400,000 Applicant – Mammoth Energy Services, Inc. Beneficiary – Zurich American Insurance Company.

"Lien" means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the UCC or comparable Law of any jurisdiction).

"Loan Documents" means, collectively, the Agreement, the Notes, if any, each agreement entered into in respect of Bank Products, and all other agreements, instruments, documents and certificates executed and delivered to, or in favor of, Lender and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of Borrower, and delivered to Lender in connection with the Agreement or the transactions contemplated thereby.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or financial or other condition of Borrower and its Subsidiaries taken as a whole, (b) Borrower's ability to pay any of the Advances or any of the other Obligations in accordance with the terms of this Agreement, (c) the Collateral or Lender's Liens on the Collateral or the priority of such Liens, or (d) Lender's rights and remedies under this Agreement and the other Loan Documents.

"Maximum Lawful Rate" as defined in Section 2.3(d).

"Maximum Revolver Amount" means, as of any date of determination, an amount equal to the Revolving Loan Commitment as of that date.

"Minimum Collateral Amount" as defined in Section 5.1.

"Municipal/Corporate Bonds" means any readily-marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof, in each case having a rating of at least "A-1" from S&P or at least "P-1" from Moody's.

"Note" as defined in Section 2.9.

"Notice of Borrowing" shall mean a notice of borrowing with respect to any Advance hereunder, which notice shall be in form and substance, and delivered by Borrower to Lender in a manner, acceptable to Lender in its sole discretion, and which shall (a) state the amount and date of the requested Advance, (b) include a calculation of Availability, and (c) include a certification by Borrower to Lender that each of the conditions precedent set forth in Section 8.2 have been satisfied.

"Obligations" means all loans, advances, debts, liabilities and obligations for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable) owing by Borrower to Lender, or any Affiliate of Lender, and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether direct or indirect (including acquired by assignment), related or unrelated, absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, and whether or not evidenced by any note, agreement, letter of credit agreement or other instrument, in each case arising under the Agreement or any other Loan Document. The term "Obligations" includes all principal, interest, Fees, expenses, reasonable attorneys' fees and any other sum chargeable to Borrower under, or arising out of, the Agreement, the Note, any of the other Loan Documents or any agreement entered into in respect of Bank Products, and all reimbursement and other obligations related to any Letters of Credit (including all amounts that accrue after the commencement of any case or proceeding by or against Borrower in bankruptcy, whether or not allowed in such case or proceeding).

"Other Connection Taxes" means with respect to any recipient of a payment under the Agreement or any Loan Document, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient 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 the Agreement or other Loan Document, or sold or assigned an interest in any Obligation, the Agreement or other Loan Document).

"Other Taxes" means all present or future stamp, transfer, excise, value added, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, other than Other Connection Taxes that are imposed on an assignment by Lender after the date hereof, other than any assignment made at the request of Borrower or following an Event of Default under Section 9.1(a) or 9.1(h).

"Overadvance" as defined in Section 2.2(b).

"Permitted Discretion" means a determination made in good faith and in the exercise (from the perspective of a secured asset-based lender) of commercially reasonably business judgment.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Prime Index" shall have the meaning set forth in Section 2.4(b).

"Prime Rate" means, as of any date, the rate that Fifth Third publicly announces, publishes or designates from time to time as its index rate or prime rate, or any successor rate thereto, in effect at its principal office. Such rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Fifth Third may make commercial loans or other loans at rates of interest at, above or below its index rate or prime rate. Each determination by Lender of the Prime Rate shall be binding and conclusive in the absence of manifest error. Any change in the Prime Rate shall be effective for purposes of this Agreement on the date of such change without notice to Borrower.

"Rate Contract" means any agreement, device or arrangement providing for payments which are related to fluctuations of commodities, currencies, or interest rates, exchange rates, forward rates, or equity prices, including Dollar denominated or cross currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including any ISDA Master Agreement (including any existing ISDA Master Agreement), and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

"Reset Date" as defined in Section 2.4(a).

"Revolving Credit Advance" as defined in Section 2.1(a) and may, as the context may require, include any Overadvance.

"Revolving Exposure" means, at any time, without duplication, the sum of (a) the aggregate outstanding principal amount of Revolving Credit Advances at such time plus (b) the aggregate Letter of Credit Obligations outstanding at such time.

"Revolving Loan Commitment" means \$25,000,000 on the Closing Date plus any increases made in accordance with Section 2.1(c).

"Revolving Loans" means the sum of (a) the aggregate amount of Revolving Credit Advances outstanding plus (b) the aggregate Letter of Credit Obligations. Unless the context otherwise requires, references to the outstanding principal balance of the Revolving Loan shall include the outstanding balance of Letter of Credit Obligations.

"Scheduled Unavailability Date" has the meaning ascribed to it in Section 2.4(c).

"SOFR" means a rate per annum equal to the secured overnight financing rate as published by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York or a successor administrator of the secured overnight financing rate.

"Specified Collateral Account" means each deposit account and securities account that is designated from time to time in writing by both Lender and Borrower as such. As of Closing Date, the Specified Collateral Account is F3C720610.

"Spread Adjustment" means a mathematical or other adjustment to an alternate benchmark rate selected pursuant to Section 2.4 (b) or 2.4(c) and such adjustment may be positive, negative, or zero, subject to the specific Spread Adjustments set forth in Section 2.4(c).

"Stock" means all shares, options, warrants, general or limited partnership interests, membership interests, units or other equivalents (regardless of how designated) of or in a corporation, partnership,

limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

"Subsidiary" means, with respect to any Person, (a) any corporation of which an aggregate of more than 50% of the outstanding Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than 50% of such Stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than 50% or of which any such Person is a general partner or may exercise the powers of a general partner. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of Borrower.

"Successor Rate" means any successor index rate determined pursuant to Section 2.4(c) from time to time, including any applicable Spread Adjustment.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means the forward-looking SOFR rate administered by CME Group Benchmark Administration Limited (CBA) (or other administrator selected by Lender) and published on the applicable Bloomberg LP screen page (or such other commercially available source providing such quotations as may be selected by Lender), fixed by the administrator thereof two U.S. Government Securities Business Days prior to the applicable Reset Date (provided, however, that if Term SOFR is not published for such day, then Term SOFR shall be determined by reference to the immediately preceding U.S. Government Securities Business Day on which such rate is published), rounded upwards, if necessary, to the next 1/8th of 1% and adjusted for reserves if Lender is required to maintain reserves with respect to the relevant Advances, all as determined by Lender in accordance with the Agreement and Lender's loan systems and procedures periodically in effect.

"Termination Date" means the date on which (a) the Advances have been indefeasibly repaid in full, (b) all other Obligations under the Agreement and the other Loan Documents have been completely discharged, (c) all Letter of Credit Obligations have been cash collateralized, cancelled or backed by standby letters of credit in accordance with the Agreement and the other Loan Documents (and otherwise on terms and conditions acceptable to Lender), and (d) the Revolving Loan Commitment under the Agreement has been terminated and Borrower shall not have any further right to borrow any monies or request any further extensions of credit under the Agreement.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; *provided*, that to the extent that the UCC is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; *provided, further*, that in the event that, by reason of mandatory provisions of Law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lender's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act, Title III of Pub. L. 107-56 signed into law October 26, 2001).

1.2. Interpretation. Terms (including uncapitalized terms) not otherwise defined herein and that are defined in the UCC shall have the meanings therein described. References in this Agreement to "Sections" or "Annexes" shall be to Sections and Annexes of or to this Agreement unless otherwise specifically provided. Any term defined herein may be used in the singular or plural. "Include", "includes" and "including" shall be deemed to be followed by "without limitation." Except as otherwise specified or limited herein, references to any Person include the successors and assigns of such Person. The references "from" or "through" any date mean, unless otherwise specified, "from and including" or "through and including," respectively. References in any Loan Document to the knowledge (or an analogous phrase) of Borrower are intended to signify that Borrower has actual knowledge or awareness of a particular fact or circumstance or that Borrower, if it had exercised reasonable diligence, would have known or been aware of such fact or circumstance. Unless otherwise specified herein, the settlement of all payments and fundings hereunder between or among parties hereto shall be made in lawful money of the United States and in immediately available funds. Time is of the essence in Borrower's performance under this Agreement and all other Loan Documents. All amounts used for purposes of financial calculations required to be made herein shall be without duplication. Except as otherwise specified or limited herein, references to any statute or act shall include all related regulations, rules and orders and all amendments and supplements and any successor or replacement statutes, acts and regulations. References to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document (including the Loan Documents) shall include all schedules, exhibits, annexes, appendices and other attachments thereto and shall be construed as referring to such agreement, instrument or document as from time to time amended, amended and restated, modified, extended, restated, replaced or supplemented (subject to any restrictions on such amendments, amendments and restatements, modifications, extensions, restatements, replacements and supplements set forth herein or in any other Loan Document). Headings and captions used in the Loan Documents are included for convenience of reference only and shall not be given any substantive effect.

2. ADVANCES AND LETTERS OF CREDIT

2.1. Revolving Credit Advances and Borrowings.

(a) Subject to the terms and conditions hereof, Lender agrees to make available to Borrower, from time to time until the Commitment Termination Date, advances pursuant to its Revolving Loan Commitment (each, a "Revolving Credit Advance"); *provided*, that the aggregate principal amount of such Revolving Credit Advances will not result in the Revolving Exposure exceeding the Revolving Loan Commitment. Until the Commitment Termination Date, Borrower may from time to time borrow, repay and reborrow under this Section 2.1(a).

(i) Borrower shall deliver to Lender a Notice of Borrowing with respect to each proposed borrowing of a Revolving Credit Advance (other than Revolving Credit Advances made pursuant to clause (ii) of this Section 2.1(a)), such Notice of Borrowing to be delivered no later than 10:00 a.m. (Cincinnati, Ohio time) (or such later time acceptable to Lender in its sole discretion) on the day of such proposed borrowing. Once given, a Notice of Borrowing shall be irrevocable and Borrower shall be bound thereby.

(ii) Borrower hereby authorizes Lender to make Revolving Credit Advances based on telephonic or electronic notices made by any Person that Lender, in good faith, believes to be acting on behalf of Borrower, in accordance with procedures established by, or otherwise acceptable to, Lender from time to time in its sole discretion (including Lender's confirmation of such notices). All Revolving Credit Advances will be advanced to the Disbursement Account, unless Borrower otherwise instructs Lender.

(b) The making of each Advance by Lender, whether under Section 2.1(a) or otherwise, will be deemed to be a representation by Borrower that the Advance will not violate the terms of Section 2.1(a). Lender shall have no duty to follow, or any liability for, the application by Borrower of any proceeds of any Advance.

(c) Borrower may, by written notice to Lender, request an increase to the Revolving Loan Commitment to a cumulative amount not in excess of \$50,000,000. Such notice shall specify the requested date on which Borrower proposes such increase to be effective, which shall be a date not less than 10 Business Days after the date on which such notice is delivered to Lender (or such shorter period of time as is agreed to by Lender in its sole discretion). Upon receipt of such notice, Lender may elect or decline, in its sole discretion, to increase the Revolving Loan Commitment by such requested amount, which increase shall be documented pursuant to an amendment to this Agreement, subject to the satisfaction of such terms and conditions as Lender may require in its sole discretion.

2.2. Prepayments/Commitment Termination.

(a) Termination of Revolving Loan Commitment.

(b) (i) Borrower may at any time on at least 10 days' prior written notice to Lender terminate the Revolving Loan Commitment; *provided* that, upon such termination, all Advances and other Obligations shall be immediately due and payable in full and all Letter of Credit Obligations shall be cash collateralized or otherwise satisfied on terms and conditions acceptable to Lender. Upon any such termination of the Revolving Loan Commitment, Borrower's right to request Revolving Credit Advances, or request that Letter of Credit Obligations be incurred on its behalf, shall simultaneously be permanently terminated.

(c) (ii) All of the Obligations shall, if not sooner paid or required to be paid pursuant to this Agreement or any other Loan Document, be due and payable in full on the Commitment Termination Date.

(d) Mandatory Prepayment. If at any time the outstanding balance of the aggregate Revolving Exposure exceeds Availability (any and all such excess Revolving Exposure is herein referred to, collectively, as an "Overadvance"), Borrower shall within one (1) Business Day of such Overadvance repay the aggregate outstanding Revolving Credit Advances to the extent required to eliminate such Overadvance. If any such Overadvance remains after repayment in full of the aggregate outstanding Revolving Credit Advances, Borrower shall provide cash collateral for the Letter of Credit Obligations in accordance with the terms of Annex A or on such other terms and conditions acceptable to Lender to the extent required to eliminate such Overadvance.

2.3. Interest and Applicable Margins; Fees.

(a) Subject to Sections 2.3(c), 2.3(d) and 2.4, each Advance shall bear interest on the outstanding principal amount thereof from the date when made at a rate per annum equal to the Index Rate plus the Applicable Margin. Each determination of an interest rate by Lender shall be conclusive and binding on Borrower in the absence of manifest error. All computations of Fees and interest payable under this Agreement shall be made on the basis of a 360-day year and actual days elapsed, which results in more interest charged than if interest were calculated based on a 365-day year. Interest and Fees shall accrue during each period during which interest or such Fees are computed from (and including) the first day thereof to (and including) the last day thereof. Notwithstanding anything to the contrary contained in the Agreement, at any time during which a Rate Contract is then in effect with respect to all or a portion of the Obligations bearing interest based upon the Index Rate or any temporary or permanent replacement for the Index Rate pursuant to Section 2.4, the provision that rounds up the Index Rate to the next 1/8th of 1% shall be disregarded and no longer of any force and effect with respect to such portion of the Obligations that are subject to such Rate Contract.

(b) All as determined by Lender in accordance with the Loan Documents and Lender's loan systems and procedures periodically in effect, interest shall be paid in arrears (i) on each Interest Payment Date and (ii) on the date of each payment or prepayment of Advances on and after the Commitment Termination Date. Lender may estimate the amount of interest that Borrower will owe on Borrower's periodic statements and Lender may adjust the amount of interest owed on each subsequent

statement provided to Borrower to reflect any differential between the estimated amount of interest shown on Borrower's preceding statement and the actual amount of interest determined to have been due by Lender on the preceding Interest Payment Date. Borrower agrees to pay the amount shown due on the Interest Payment Date on each of Borrower's periodic statements on each Interest Payment Date.

(c) At the election of Lender while any Event of Default exists (or automatically while any Event of Default under Section 9.1(a) or (h) exists), interest (after as well as before entry of judgment thereon to the extent permitted by Law) on the Advances and the Letter of Credit Fees shall increase, from and after the date of occurrence of such Event of Default, to a rate per annum which is determined by adding 2.00% *per annum* to the Applicable Margin or Letter of Credit Fee, as applicable, then in effect for such Advances (plus the Index Rate) or Letter of Credit Obligations, as applicable (the "Default Rate"). All such interest shall be payable on demand of Lender.

(d) Anything herein to the contrary notwithstanding, the obligations of Borrower hereunder shall be subject to the limitation that payments of interest shall not be required, for any period for which interest is computed hereunder, to the extent (but only to the extent) that contracting for or receiving such payment by Lender would be contrary to the provisions of any Law applicable to Lender limiting the highest rate of interest that may be lawfully contracted for, charged or received by Lender, and in such event Borrower shall pay Lender interest at the highest rate permitted by applicable Law ("Maximum Lawful Rate") for such period; *provided*, that if at any time thereafter the rate of interest payable hereunder is less than the Maximum Lawful Rate, Borrower shall continue to pay interest hereunder at the Maximum Lawful Rate until such time as the total interest received by Lender is equal to the total interest that would have been received had the interest payable hereunder been (but for the operation of this paragraph) the interest rate payable since the Closing Date as otherwise provided in this Agreement.

(e) Unused Commitment Fee. Borrower agrees to pay to Lender an unused commitment fee (the "Unused Commitment Fee") from and including the Closing Date until termination of the Revolving Loan Commitment, computed at the rate of 0.20% per annum, on the daily difference between (A) the outstanding amount of the Revolving Loans and (B) the Revolving Loan Commitment. The Unused Commitment Fee shall be payable in arrears on the first day of each calendar month.

(f) Letter of Credit Fees. Borrower agrees to pay to Lender (a "Letter of Credit Fee"):

(i) with respect to each standby Letter of Credit, for each applicable period during which such Letter of Credit Obligation shall remain outstanding, a fee in an amount equal to the Applicable Margin from time to time in effect multiplied by the maximum amount available from time to time to be drawn under such Letter of Credit, which Fee shall be payable (as more specifically determined pursuant to the applicable Loan Documents with respect to such Letter of Credit and otherwise as determined by Lender in accordance with the Loan Documents and Lender's loan systems and procedures periodically in effect): (x) either in arrears or in advance as determined by Lender at the time of issuance of the applicable Letter of Credit, and (y) at the frequency determined by Lender at the time of issuance of the applicable Letter of Credit; and

(ii) with respect to each commercial Letter of Credit, a fee in an amount equal to the Applicable Margin on the stated amount of such Letter of Credit, which fee shall be payable (as more specifically determined pursuant to the applicable Loan Documents with respect to such Letter of Credit and otherwise as determined by Lender in accordance with the Loan Documents and Lender loan systems and procedures periodically in effect) in advance either on the date of issuance of such Letter of Credit or on the date on which the first draw under such Letter of Credit is made (as determined by Lender at the time of issuance of the applicable Letter of Credit).

(iii) For the account of Lender, on demand, such fees (including all current issuance, opening, closing, transfer, amendment, draw, renewal, negotiation and other letter of credit administration fees) and other charges and expenses of Lender in respect of the issuance, negotiation, acceptance, amendment, transfer and payment of such Letter of Credit or otherwise payable pursuant to the application and related documentation under which such Letter of Credit

is issued. Borrower further agrees to pay to Lender all costs and expenses incurred by Lender on account of any Letter of Credit Obligations.

(iv) All such Fees are fully earned by the applicable Lenders when paid and non-refundable. The Letter of Credit Fee will be calculated on the basis of the actual number of days elapsed in a 360-day year. If any Letter of Credit is cancelled for any reason before the stated expiry date thereof, the Letter of Credit Fee or any other Fee paid in advance will not be refunded and will be retained by the applicable Lenders solely for their account.

(g) NSF Fees. In addition to, and without limiting, any other provision of this Agreement or the other Loan Documents, Lender may impose a non-sufficient funds fee for any check that is presented for payment that is returned for any reason.

2.4. Index Rate Provisions

(a) The Index Rate shall be initially determined as of the Closing Date and shall be reset monthly on the first Business Day of the relevant calendar month thereafter (each, a "Reset Date") by Lender based on the Index Rate then in effect. Any adjustment in the interest rate resulting from a change in the Index Rate shall become effective as of the opening of business on the date of each change. Lender shall not be required to notify Borrower of any adjustment in the Index Rate; *however*, Borrower may request a quote of the Index Rate on any Business Day.

(a) (b) Temporary Replacement of the Index Rate. In the event that Lender shall determine either: (i) the Index Rate is unavailable, unrepresentative, or unreliable, (ii) the Index Rate will not adequately and fairly reflect the cost to Lender of making or maintaining advances under this Agreement, or (iii) the making or funding of Index Rate Loans has become illegal or impracticable; then, in any such case, Lender shall promptly provide notice of such determination to Borrower (which shall be conclusive and binding on Borrower absent manifest error), and, until Lender determines that the circumstances giving rise to such suspension no longer exist, in which event Lender shall so notify Borrower, then (A) Lender's obligations in respect of the Index Rate shall be suspended forthwith, (B) Borrower's right to utilize Index Rate pricing as set forth in this Agreement shall be suspended forthwith, and (C) amounts outstanding hereunder and any additional Advances shall, on and after such date, bear interest at a rate per annum equal to the Prime Rate plus or minus a Spread Adjustment (the Prime Rate plus or minus such Spread Adjustment together referred to as the "Prime Index"), plus the Applicable Margin; provided that, if the Prime Index would be less than the Index Floor, the Prime Index will be deemed to be the Index Floor for the purposes of this Agreement and the other Loan Documents.

(b) (c) Permanent Replacement of the Index Rate.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Rate Contract shall be deemed not to be a "Loan Document" for purposes of this Section 2.4(c)), but without limiting Section 2.4(b) above, if Lender determines (which determination shall be conclusive and binding on Borrower absent manifest error) that any of the circumstances described in Section 2.4(b)(i)-(iii) has occurred and is unlikely to be temporary or the administrator of the Index Rate or a Governmental Authority having or purporting to have jurisdiction over Lender has made a public statement identifying a specific date (the "Scheduled Unavailability Date") after which the Index Rate will no longer be representative or made available or used for determining the interest rate of loans or otherwise cease or no longer be in compliance or aligned with the International Organization of Securities Commissions (IOSCO)

Principles for Benchmarks, and there is no successor administrator satisfactory to Lender, then on a date and time determined by Lender, but no later than the Scheduled Unavailability Date, the Index Rate will be replaced hereunder and under any other Loan Document with Daily Simple SOFR (the "Successor Rate").

(ii) Notwithstanding anything to the contrary herein, if Lender determines that the Successor Rate designated in Section 2.4(c)(i) above is not available or administratively feasible, or if any of the circumstances described in Section 2.4(c)(i) with regard to the Index Rate has occurred with respect to a Successor Rate then in effect, Lender may replace the Index Rate or any then current Successor Rate in accordance with this Section 2.4(c) with another alternative benchmark rate and a Spread Adjustment, giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities and any recommendations of a relevant Governmental Authority, and which Spread Adjustment or method for calculating such Spread Adjustment shall be published on an information service as selected by Lender from time to time in its reasonable discretion.

(iii) If the Successor Rate is based on Daily Simple SOFR, interest shall be due and payable on a monthly basis.

(iv) Any such alternative benchmark rate and Spread Adjustment shall constitute a Successor Rate hereunder. Any such Successor Rate shall become effective on the date set forth in a written notice provided by Lender to Borrower, and, for the avoidance of doubt, from and after such date, (x) each Advance and all outstanding amounts hereunder shall bear interest at the Successor Rate plus the Applicable Margin, and (y) all references herein and in any other Loan Documents to "Index Rate" shall mean and refer to the Successor Rate.

(v) Notwithstanding anything to the contrary herein, if the Successor Rate would be less than the Index Floor, the Successor Rate will be deemed to be the Index Floor for the purposes of this Agreement and the other Loan Documents. Further, if the interest rate to be replaced is rounded upwards to the next 1/8th of 1% under the terms of this Agreement or any Loan Document, the Successor Rate shall also be rounded up to the next 1/8th of 1%; provided further that this provision governing rounding shall not apply if Borrower has a Rate Contract in effect with respect to all or part of an Advance.

(vi) Lender does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, or any other matter related to the Index Rate or any Successor Rate, including the selection of such rate, any related Spread Adjustment, or any Conforming Changes, or whether the composition or characteristics of any Successor Rate and Spread Adjustment or Conforming Changes will be similar to, or produce the same value or economic equivalence of, the initial Index Rate.

(vii) Notwithstanding anything to the contrary contained herein, if, after the Closing Date, Borrower enters into a Rate Contract with respect to all or part of an Advance and the floating interest rate under the Rate Contract is Daily Simple SOFR, Lender may replace the Index Rate hereunder with Daily Simple SOFR and a Spread Adjustment without consent of any other party hereto; *provided* further that, if subsequent thereto, Lender and Borrower amend such Rate Contract to include, or terminate such Rate Contract and enter into a new Rate Contract with, a floating interest rate thereunder of the original Index Rate, then Lender may further replace Daily Simple SOFR hereunder with the original Index Rate (and a Spread Adjustment, if applicable) hereunder without consent of any other party hereto; and, in either such event, (A) such rate shall be a Successor Rate hereunder, and (B) Lender shall provide written notice thereof to Borrower.

(d) Illegality. Notwithstanding any other provisions hereof, if any Law shall make it unlawful for Lender to make, fund or maintain Index Rate Loans, Lender shall promptly give notice of such circumstances to Borrower. In such an event, (i) the commitment of Lender to make or continue Index Rate Loans shall be immediately suspended and (ii) all amounts outstanding hereunder and any additional Advances shall bear interest at a rate equal to the Prime Index plus the Applicable Margin; provided, however, that if the Prime Index would be less than the Index Floor, the Prime Index will be deemed to be the Index Floor for the purposes of this Agreement and the other Loan Documents.

(c) Increased Costs. If, after the Closing Date, any Change in Law: (i) shall impose, modify or deem applicable any reserve (including any reserve imposed by the Board of Governors of the Federal Reserve System, or any successor thereto, but excluding any reserve included in the determination of the Index Rate pursuant to the provisions of this Agreement), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by Lender, or (ii) shall impose on Lender any other condition affecting its Index Rate Loans, any of its notes issued pursuant hereto (if any) or its obligation to make Index Rate Loans; and the result of anything described in clauses (i) and (ii) above is to increase the cost to (or to impose a cost on) Lender of making or maintaining any Index Rate Loan, or to reduce the amount of any sum received or receivable by Lender under this Agreement or under any of its notes issued pursuant hereto (if any) with respect thereto, then upon demand by Lender, Borrower shall promptly pay directly to Lender such additional amount as will compensate Lender for such increased cost or such reduction.

(d) Conforming Changes. In connection with the use, implementation, or administration of the Index Rate, including any temporary or permanent replacement for the Index Rate, Lender will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. Lender will promptly notify Borrower of the effectiveness of any Conforming Changes in connection with the implementation, use or administration of the Index Rate, or any temporary or permanent replacement of the Index Rate.

2.5. Letters of Credit. Subject to and in accordance with the terms and conditions contained herein and in Annex A, Borrower or any Subsidiary shall have the right to request, and Lender agrees to incur Letter of Credit Obligations in respect of Borrower or any Subsidiary.

2.6. General Provisions Regarding Payment. Borrower shall make each payment under this Agreement not later than 2:00 p.m. (Cincinnati, Ohio time) on the day when due in immediately available funds in Dollars to the deposit account at Lender specified by Lender in accordance with its policies and procedures from time to time (the "Payment Account"). For purposes of computing interest and Fees and determining Borrowing Availability as of any date, all payments shall be deemed received on the Business Day on which immediately available funds therefor are received in the Payment Account prior to noon Cincinnati, Ohio time. Payments received in the Payment Account after noon Cincinnati, Ohio time on any Business Day or on a day that is not a Business Day shall be deemed to have been received on the following Business Day so long as such funds are available funds.

2.7.

2.8. Taxes. All payments of principal and interest on the Advances and all other amounts payable hereunder or any other Loan Document shall be made free and clear of and without deduction for any Taxes, except as required by applicable Law. If any Indemnified Taxes are directly asserted against Lender (or any of its Affiliates) with respect to a payment received hereunder or any other Loan Document or with respect to, or arising from, the obligations of Borrower under any Loan Document, Borrower shall jointly and severally indemnify Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by Lender and any reasonable, out-of-pocket expenses arising therefrom or with respect thereto (including reasonable, out-of-pocket attorneys' or tax advisor fees and expenses), whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by Lender shall be conclusive and binding absent manifest error.

2.9. Capital Adequacy. If Lender or any Person controlling Lender shall reasonably determine that any Change in Law has or would have the effect of reducing the rate of return on Lender's or such controlling Person's capital as a consequence of Lender's obligations hereunder or under any Letter of Credit to a level below that which Lender or such controlling Person could have achieved but for such

Change in Law, then from time to time, upon demand by Lender, Borrower shall promptly pay to Lender such additional amount as will compensate Lender or such controlling Person for such reduction.

2.10. Notes. Lender may request that Advances made by it be evidenced by a promissory note (a "Note"). In such event, Borrower shall prepare, execute and deliver to Lender a Note payable to the order of Lender (or, if requested by Lender, to Lender and its registered assigns) and in a form approved by Lender.

2.11. Obligations Cross-Collateralized. Borrower acknowledges that all Obligations are cross-collateralized, meaning that the Collateral secures the payment of all Obligations.

3. REPRESENTATIONS AND WARRANTIES

To induce Lender to make the Advances and to incur Letter of Credit Obligations, Borrower hereby makes the following representations and warranties to Lender as of the Closing Date, as of the date of the making of each Advance (or other extension of credit), as of the date any Advance is accepted by Borrower, and as of any other date such representations and warranties are deemed made pursuant to the terms of the other Loan Documents, each and all of which shall survive the execution and delivery of this Agreement.

3.1. Organization and Qualification. Borrower (i) is duly organized, validly existing and in good standing under the laws of the State of its formation, (ii) has all requisite power and authority to carry on their business as now conducted, and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

3.2. Due Authorization. The execution, delivery and performance by Borrower of the Loan Documents to which it is a party have been duly authorized by all necessary action, and shall not contravene any law or any governmental rule or order binding on Borrower, or the articles of incorporation or bylaws of Borrower, nor violate any agreement or instrument by which Borrower is bound nor result in the creation of a Lien on any assets of Borrower except the Lien granted to Lender pursuant to the Loan Documents. Borrower has duly executed and delivered to Lender the Loan Documents and they are valid and binding obligations of Borrower enforceable according to their respective terms, except as limited by equitable principles and by bankruptcy, insolvency or similar laws affecting the rights of creditors generally. No notice to, or consent by, any governmental body is needed in connection with this transaction.

3.3. Litigation. There are no suits or proceedings pending or threatened against or affecting Borrower, and no proceedings before any governmental body are pending or threatened against Borrower, as to which there is a reasonable possibility of an adverse determination and that would reasonably be expected to result in a Material Adverse Effect.

3.4. Margin Stock. No part of the proceeds of any Advance from Lender shall be used to purchase or carry, or to reduce or retire or refinance any credit incurred to purchase or carry, any margin stock (within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying any margin stock. If requested by Lender, Borrower shall furnish to Lender statements in conformity with the requirements of Federal Reserve Form U- 1.

3.5. Business. Borrower has all franchises, authorizations, patents, trademarks, copyrights and other rights necessary to conduct its business.

3.6. Licenses, etc. Borrower has obtained any and all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the conduct of its business.

3.7. Laws. Borrower is in material compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon Borrower by any law or by any governmental authority, court or agency, except in each case where non-compliance, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

3.8. Title. Borrower has good and marketable title to the Collateral, free and clear from all Liens, except for Liens under the Loan Documents.

3.9. Defaults. Borrower is in compliance with all material agreements applicable to it and there does not now exist any default or violation by Borrower of or under any of the terms, conditions or obligations of (i) its articles of incorporation and bylaws, or (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement or other instrument to which Borrower is a party or by which it is bound, and the consummation of the transactions contemplated herein by this Agreement shall not result in such default or violation, except in the case of each of (i) and (ii) where non-compliance, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

3.10. [Reserved]

3.11. [Reserved]

3.12. [Reserved]

3.13. Solvency. Borrower is Solvent and upon consummation of the transactions contemplated herein will be Solvent. "Solvent" means that: (a) the total amount of Borrower's assets is in excess of the total amount of its liabilities (including contingent liabilities), at a fair valuation; (b) Borrower does not have unreasonably small capital for the business and transactions in which Borrower is engaged or is about to engage; and (c) Borrower does not intend to or believe it will incur obligations beyond its ability to pay as they become due.

3.14. Use of Proceeds. Borrower shall use the proceeds of the Advances for working capital, capital expenditures, letters of credit and other general corporate purposes not in contravention of any requirement of Law and not in violation of this Agreement or the other Loan Document.

4. AFFIRMATIVE COVENANTS

Borrower hereby agrees, from and after the date hereof and until the Termination Date, as follows:

4.1. Access to Business Information. Borrower shall maintain proper books of accounts and records and enter therein entries and records of all of its transactions in accordance with generally accepted accounting principles consistently applied in accordance with past practices and give representatives of Lender access thereto at all reasonable times during the occurrence and continuance of an Event of Default, including permission to: (i) examine, copy and make abstracts from any such books and records and such other information which might be helpful to Lender in evaluating the status of the Obligations as it may reasonably request from time to time, and (ii) communicate directly with any of Borrower's officers, with respect to the business, financial conditions and other affairs of Borrower.

4.2. Use of Proceeds. Borrower shall use the proceeds of the Advances as provided for in Section 3.16.

4.3. Financial Statements. Borrower shall maintain a standard and modern system for accounting and shall furnish to Lender all financial statements and other documents required in Section 7.

4.4. Tax Returns. Upon request of Lender, Borrower shall provide copies of all federal, state and local income tax returns and such other information as Lender may reasonably request.

4.5. [Reserved]

4.6. Insurance. At its own cost, to the extent applicable, Borrower shall maintain with financially sound and reputable insurance companies (i) insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by companies in the same or similar businesses operating in the same or similar locations.

4.7. Taxes. Borrower shall pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon (provided, however, that extensions for filing and payment of such taxes shall be

permitted hereunder if disclosed to and consented to by Lender), and all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which by law might be a Lien upon any of its assets, except where the failure to make such payment could not reasonably be expected to result in a Material Adverse Effect; provided that (unless any material item or property is lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, if Lender is notified in advance of such contest and if Borrower establishes an adequate reserve or other appropriate provision required by generally accepted accounting principles.

4.8. Existence: Business. Borrower shall (i) maintain its existence as a Delaware corporation, and (ii) engage in lawful business activities.

4.9. Compliance with Laws. Borrower shall comply with all federal, state and local laws, regulations and orders applicable to Borrower or its assets including but not limited to all Environmental Laws, in all respects material to Borrower's business, assets or prospects and any and all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the advantageous conduct of its business and as may be required from time to time by applicable law except where non-compliance, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

4.10. Notice of Default. Borrower shall, within 10 days of its knowledge thereof, give written notice to Lender of the occurrence of any event or the existence of any Event of Default.

4.11. Costs. Borrower shall reimburse Lender for any and all reasonable out-of-pocket fees, costs and expenses including, without limitation, reasonable attorneys' fees and paralegal fees incurred in connection with litigation, mediation, arbitration, other alternate dispute processes, administrative proceedings and appeals of all of the same, other professionals' fees, appraisal fees, field exam audits, expert fees, court costs, litigation, documentary stamp taxes, if any, intangible taxes, if any, and other expenses (collectively, the "Costs") incurred or paid by Lender or any of its officers, employees or agents in connection with: (a) the preparation, negotiation, procurement, review, administration or enforcement of the Loan Documents, and (b) the defense, preservation and protection of Lender's rights and remedies thereunder, including without limitation, its security interest in the Collateral or any other property pledged to secure the Obligations, whether incurred in bankruptcy, insolvency, foreclosure or other litigation or proceedings or otherwise. The Costs shall be due and payable within 15 days of demand by Lender. If Borrower fails to pay the Costs when upon such demand, Lender is entitled to disburse such sums as Obligations. This provision shall survive the termination of this Agreement and the other Loan Documents and/or the repayment of any amounts due or the performance of any Obligation.

4.12. Depository/Banking Services. Lender shall be the principal depository in which substantially all of Borrower's and its Subsidiaries' funds are deposited, and the principal bank of account of Borrower and its Subsidiaries.

4.13. Other Amounts Deemed Loans. If Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Agreement, or to discharge any Lien prohibited hereby, or to comply with any other Obligation, Lender may, but shall not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower. To the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower shall be deemed Obligations under this Agreement and the other Loan Documents, and Borrower's payments under this Agreement may be increased to provide for payment of such Obligations plus interest thereon.

4.14. Further Assurances. Borrower shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated thereby.

5. **NEGATIVE COVENANTS**

Borrower agrees that from and after the date hereof until the Termination Date:

5.1. Minimum Collateral Amount. Borrower shall not permit the value of the Collateral maintained in Controlled Accounts to be less than a margined account balance equal to 100% of the

Revolving Exposure (the "Minimum Collateral Amount"); provided that the value ascribed to the Collateral maintained in the Controlled Accounts shall not exceed:

- (a) 100% of unrestricted cash of Borrower,
- (b) 90% of the lesser of face value and current market value (as determined by Lender in its Permitted Discretion) of Government Securities,
- (c) 80% of the lesser of face value and current market value (as determined by Lender in its Permitted Discretion) of Municipal/Corporate Bonds,
- (d) 80% (60% if Lender determines in its Permitted Discretion that the current market value thereof is based on the stock conversion value) of the lesser of face value and current market value (as determined by Lender in its Permitted Discretion) of Convertible Bonds, and
- (e) 50% of the current market value (as determined by Lender in its Permitted Discretion) of Equity Securities.

5.2. Negative Pledge over Collateral. Borrower shall not grant or create, or suffer to exist, any Lien on any of the Collateral or any of Borrower's right, title or interest in, to or under any of the Collateral except for the Liens under the Agreement.

5.3. Merger and Other Corporate Structures. Borrower shall not (a) merge or consolidate with any entity, or undergo any statutory division, or (b) amend or change its articles of incorporation or bylaws in a manner that is materially adverse to the rights of Lender under the Loan Documents.

6. SECURITY AGREEMENT

6.1. Collateral. For the purposes of this Agreement, all of the following personal property now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interests is collectively referred to as the "Collateral":

- (a) each Specified Collateral Account, and
- (b) all money or financial assets credited to each Specified Collateral Account; (i) all security entitlements with respect to the financial assets credited to any Specified Collateral Account; (ii) any and all other investment property, cash, Cash Equivalents, certificates of deposit, mutual funds, Government Securities, Municipal/Corporate Bonds, Convertible Bonds, Equity Securities or other assets maintained or recorded in any Specified Collateral Account; and (iii) all replacements or substitutions for, and proceeds of the sale or other disposition of, any of the foregoing, including cash proceeds.

6.2. Grant of Security Interest in Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (the "Secured Obligations"), hereby grants to Lender a security interest in all of its right, title and interest in, to and under the Collateral.

6.3. Authorization to File. Borrower irrevocably authorizes Lender at any time and from time to time to file in any filing office in any jurisdiction with respect to the security interest created hereby any initial financing statement and any amendment thereto that (A) describes the Collateral as set forth above or words of similar effect, regardless of whether any particular asset included in the Collateral falls within the scope of Article 9 of the UCC in such jurisdiction, and (B) contains any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization and the type of organization of Borrower. Borrower agrees to furnish any such information to Lender promptly upon Lender's request therefor. Borrower also ratifies its authorization for Lender to have filed in any jurisdiction with respect to the security interest created hereby any initial statement or amendment thereto if filed prior to the date hereof.

7. FINANCIAL STATEMENTS AND INFORMATION

7.1. Reports and Notices.

(a) Borrower hereby agrees that from and after the Closing Date and until the Termination Date, Borrower shall maintain a standard and modern system for accounting and shall deliver (or, as applicable, cause to be delivered) to Lender the financial statements, notices, projections and other information at the times and in the manner set forth below, and all in form and substance acceptable to Lender:

(a) Quarterly Financials. Within the later of (x) 30 days after the end of the first three fiscal quarters of each fiscal year and (y) the date Borrower is required to file its Form 10-Q with the SEC for each of the first three fiscal quarters of each fiscal year, consolidated financial information regarding Borrower and its Subsidiaries, certified by the chief financial officer of Borrower, including (i) unaudited balance sheets as of the close of such fiscal quarter and the related statements of income and cash flows for that portion of the fiscal year ending as of the close of such fiscal quarter and (ii) unaudited statements of income and cash flows for such fiscal quarter, in each case setting forth the figures for such fiscal quarter and on a year-to-date basis, all prepared in accordance with GAAP (subject to normal year-end adjustments and the absence of footnote disclosures).

(b) Annual Audited Financials. To Lender, within the earlier of (x) the date Borrower is required to file its Form 10-K with the SEC for any Fiscal Year and (y) 120 days after the end of each Fiscal Year, audited financial statements for the Borrower and its Subsidiaries on a consolidated and (unaudited) consolidating basis, consisting of balance sheets and statements of income and retained earnings and cash flows, setting forth in comparative form in each case the figures for the previous fiscal year, which financial statements shall be prepared in accordance with GAAP and certified without qualification, by an independent certified public accounting firm of national standing acceptable to Lender.

(c) [Reserved].

(d) Notice of Defaults. Within ten (10) Business Days of any officer of Borrower obtaining knowledge of any condition or event which constitutes an Event of Default, a certificate of such person specifying the nature and period of the existence thereof, and what action Borrower has taken or is taking or proposes to take in respect thereof.

(e) Tax Returns. Upon request of Lender, copies of federal, state and local income tax returns and such other information as Lender may reasonably request.

8. CONDITIONS PRECEDENT.

8.1. Conditions to the Initial Advances. Lender shall not be obligated to make any Advance or incur any Letter of Credit Obligations on the Closing Date, or to take, fulfill, or perform any other action hereunder, until the following conditions have been satisfied or provided for in a manner reasonably satisfactory to Lender, or waived in writing by Lender:

(a) Credit Agreement; Loan Documents. This Agreement and the other Loan Documents or counterparts hereof and thereof shall have been duly executed by, and delivered to, Borrower and Lender; and Lender shall have received such documents, instruments, agreements and legal opinions as Lender shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, each in form and substance reasonably satisfactory to Lender.

(b) Approvals. Lender shall have received (i) satisfactory evidence that Borrower has obtained all required consents and approvals of all Persons including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Loan Documents or (ii) an officer's certificate in form and substance reasonably satisfactory to Lender affirming that no such consents or approvals are required.

(c) Payment of Fees. Borrower shall have paid the Fees required to be paid on the Closing Date, and shall have reimbursed Lender for all Fees, costs and expenses of closing presented as of the Closing Date.

8.2. Further Conditions to Each Advance. Lender shall not be obligated to fund any Advance or incur any Letter of Credit Obligation, if, as of the date thereof:

(a) (i) any representation or warranty by Borrower contained herein or in any other Loan Document, or which are contained in any certificate or other document furnished at any time under or in connection herewith or therewith, is untrue or incorrect in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality or Material Adverse Effect in the text thereof), except to the extent that such representation or warranty expressly relates to an earlier date in which case such representation or warranty is untrue or incorrect in any material respect as of such earlier date (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) and, in each case, except for changes therein expressly permitted or expressly contemplated by this Agreement, and (ii) Lender shall have determined not to make such Advance or incur such Letter of Credit Obligation as a result thereof;

(b) (i) any Default or Event of Default has occurred and is continuing or would result after giving effect to any Advance (or the incurrence of any Letter of Credit Obligation), and (ii) Lender shall have determined not to make such Advance or incur such Letter of Credit Obligation as a result thereof; or

(c) after giving effect to any Advance (or the incurrence of any Letter of Credit Obligations), the outstanding aggregate amount of the Revolving Exposure would exceed Availability.

The request and acceptance by Borrower of the proceeds of any Advance (including the incurrence of any Letter of Credit Obligations) shall be deemed to constitute, as of the date thereof, (i) a representation and warranty by Borrower that the conditions in this Section 8.2 have been satisfied and (ii) a reaffirmation by Borrower of the granting and continuance of Lender's Liens on the Collateral pursuant to the Loan Documents.

8.3. Condition Subsequent. No later than May 15, 2026, Borrower shall have delivered a Control Agreement with respect to the Specified Collateral Account.

9. EVENTS OF DEFAULT; RIGHTS AND REMEDIES

9.1. Events of Default.

The occurrence of any of the following events shall constitute an "Event of Default":

(a) Borrower (i) fails to make any payment of principal of the Advances when due, or interest on, or Fees owing in respect of, the Advances or any of the other Obligations within five (5) Business Days of when due and payable, including any failure to cure any Overadvance in accordance with this Agreement, or (ii) fails to pay or reimburse Lender for any expense reimbursable hereunder or under any other Loan Document within 15 days of when due.

(b) Any representation or warranty of Borrower set forth in this Agreement or any other Loan Document or in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to any Obligation shall be materially incorrect when made or deemed made.

(c) Borrower shall fail to observe or perform any other term or condition of this Agreement or any other Loan Document or any other term or condition set forth in any agreement, instrument, document, certificate, or financial statement evidencing, guarantying, or otherwise related to any Obligation, or Borrower shall otherwise default in the observance or performance of any covenant or agreement set forth in any of the foregoing (in each case exclusive of those defaults covered by the other clauses of this Section 9.1) and fails to cure such default by the date that is 30 days after the earlier of the date: (i) Lender notifies Borrower of such default or (ii) on which any Borrower has knowledge of such default; *provided* that such 30-day grace period shall not apply to: (A) any failure of Borrower to notify Lender of the occurrence of any event or occurrence in accordance with this Agreement or any other Loan Document; (B) any breach of any negative covenant set forth in Section 5; (C) a breach or default of any other Loan Document if a period of cure is expressly provided for in such other Loan Document with

respect to a breach or default under such other Loan Document; or (D) a breach or default under Section 7.1 in which case a five Business Day grace period shall apply.

(d) The dissolution or liquidation of Borrower or of any endorser or guarantor of the Obligations, or the merger or consolidation of any of the foregoing with a third party, or statutory division of the foregoing, or the lease, sale or other conveyance of a material part of the assets or business of any of the foregoing to a third party outside the ordinary course of its business, or the lease, purchase or other acquisition of a material part of the assets or business of a third party by any of the foregoing.

(e) [Reserved].

(f) The institution of any garnishment proceedings by attachment, levy or otherwise against, the entry of a judgment against, the subjection to a statutory division, or the seizure of, the Collateral.

(g) [Reserved].

(h) A commencement by Borrower of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of Borrower in a case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Borrower, or for any substantial part of the property of Borrower, or ordering the wind-up or liquidation of the affairs of Borrower; or the filing and pendency for 60 days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Borrower of any general assignment for the benefit of creditors; or the failure of Borrower generally to pay its debts as such debts become due; or the taking of action by Borrower in furtherance of any of the foregoing.

(i) Borrower defaults under the terms of any other Indebtedness for borrowed money or lease that, individually or in the aggregate (when added to all other Indebtedness, if any, of Borrower then in default), involves Indebtedness for borrowed money or lease payments in excess of \$15,000,000 and such default results in the creditor accelerating the maturity of any such Indebtedness for borrowed money or lease payments and such default is not cured within any applicable cure period.

9.2. Remedies.

Upon the occurrence, and at any time during the continuance, of an Event of Default, Lender may cease advancing money hereunder, and Lender may elect to exercise any one or more of the following remedies, all without presentment, demand, protest or notice of any kind, as the same are hereby expressly waived by Borrower, unless otherwise required by applicable law:

(a) cease advancing any Advances and declare all or any portion of the Obligations, including all or any portion of any Advance to be forthwith due and payable, and require that the Letter of Credit Obligations be cash collateralized in the manner set forth in Annex A, all without presentment, demand, protest or further notice of any kind, all of which are expressly waived by Borrower, whereupon such Obligations shall immediately become due and payable, and terminate this Agreement and all obligations of Lender under this Agreement; *provided* that this Agreement and the Obligations shall be accelerated automatically and immediately if an Event of Default occurs under Section 9.1(h);

(b) proceed to enforce payment of the Obligations and to realize upon the Collateral, including causing all or any part of the Collateral to be transferred or registered in its name or in the name of any other Person, with or without designation of the capacity of such nominee, and Borrower shall be liable for any deficiency remaining after disposition of any Collateral;

- (c) offset and apply the Collateral maintained in each Specified Collateral Account to all or any part of the Obligations; and/or
- (d) exercise any and all rights and remedies provided by applicable law and the Loan Documents.

No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy available under this Agreement, the Loan Documents or as may be now or hereafter existing at law, in equity or by statute, and each may be exercised together, separately and in any order. Borrower hereby expressly waives any requirement of marshaling of assets that may be secured by any of the Loan Documents.

9.3. Application of Proceeds.

(a) After Event of Default. Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, Borrower irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Lender from or on behalf of Borrower of all or any part of the Obligations and any and all proceeds of Collateral received by Lender, and, as between Borrower on the one hand and Lender on the other, Lender shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations and any and all proceeds of Collateral received by Lender in such manner as Lender may deem advisable notwithstanding any previous application by Lender.

(b) Residuary. Any balance remaining after giving effect to the applications set forth in this Section 9.3 shall be delivered to Borrower or to whoever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct.

9.4. Waivers. Except as otherwise provided for in this Agreement or by applicable Law, Borrower waives: (a) presentment, demand and protest and notice of presentment, dishonor, notice of intent to accelerate, notice of acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by Lender on which Borrower may in any way be liable, and hereby ratifies and confirms whatever Lender may do in this regard, (b) all rights to notice and a hearing prior to Lender's taking possession or control of, or to Lender's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing Lender to exercise any of its remedies, and (c) the benefit of all valuation, appraisal, marshaling and exemption Laws.

10. EXPENSES AND INDEMNITY

10.1. Expenses. Borrower hereby agrees to promptly pay (i) all reasonable actual costs and out of pocket expenses of Lender (including the reasonable fees, costs and expenses of counsel to, and independent appraisers and consultants retained by, Lender) in connection with the examination, review, due diligence investigation, documentation, negotiation, closing and syndication of the transactions contemplated by the Loan Documents, in connection with the performance by Lender of its rights and remedies under the Loan Documents and in connection with the continued administration of the Loan Documents including (A) any amendments, modifications, consents and waivers to and/or under any and all Loan Documents, (B) any periodic public record searches conducted by or at the request of Lender (including title investigations, Uniform Commercial Code searches, fixture filing searches, judgment, pending litigation and tax lien searches and searches of applicable corporate, limited liability company, partnership and related records concerning the continued existence, organization and good standing of certain Persons), and (C) any Collateral examinations (which shall be reimbursed, in addition to the out-of-pocket costs and expenses of such examiners, at the per diem rate per individual charged by Lender for its examiners or charged to Lender by third-party examiners), (ii) without limitation of the preceding clause (i), all reasonable actual costs and out of pocket expenses of Lender in connection with (A) the creation, perfection and maintenance of Liens pursuant to the Loan Documents and (B) protecting, storing, insuring, handling, maintaining or selling any Collateral, (iii) without limitation of the preceding clause (i), all actual costs and out of pocket expenses of Lender in connection with (A) any litigation, dispute, suit or proceeding relating to any Loan Document and (B) any workout, collection, bankruptcy, insolvency, post-judgment or other enforcement proceedings under any and all of the Loan Documents,

and (iv) all actual costs and out of pocket expenses incurred by Lender in connection with any litigation, dispute, suit or proceeding relating to any Loan Document and in connection with any workout, collection, bankruptcy, insolvency, post-judgment or other enforcement proceedings under any and all Loan Documents, *provided*, that to the extent that the actual costs and expenses referred to in this clause (iv) consist of reasonable fees, costs and expenses of counsel, Borrower shall be obligated to pay such reasonable fees, costs and expenses for counsel to Lender and local counsel to Lender in each relevant jurisdiction.

10.2. **Indemnity.** Borrower hereby agrees to indemnify, pay and hold harmless Lender and the Affiliates, officers, directors, employees, trustees, agents, investment advisors, collateral managers, servicers, and counsel of Lender (collectively called the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for such Indemnitee) in connection with any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnitee shall be designated a party thereto and including any such proceeding initiated by or on behalf of Borrower or any Affiliate thereof, and the reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Lender) asserting any right to payment for the transactions contemplated hereby, which may be imposed on, incurred by or asserted against such Indemnitee as a result of or in connection with the transactions contemplated hereby or by the other Loan Documents (including (i) (A) as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from, any property now or previously owned, leased or operated by Borrower or any other Person of any Hazardous Materials or any Hazardous Materials Contamination, (B) arising out of or relating to the offsite disposal of any materials generated or present on any such property, or (C) arising out of or resulting from the environmental condition of any such property or the applicability of any governmental requirements relating to Hazardous Materials, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of Borrower, and (ii) proposed and actual extensions of credit under this Agreement) and the use or intended use of the proceeds of the Advances and Letters of Credit, except that Borrower shall not have any obligation under this Section to an Indemnitee with respect to any liability resulting solely from the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction. To the extent that the undertaking set forth in the immediately preceding sentence may be unenforceable, Borrower shall contribute the maximum portion which it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all such indemnified liabilities incurred by the Indemnitees or any of them. **NOTICE IS HEREBY GIVEN THAT THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS IN THIS SECTION 10.2 THAT APPLY TO, AND BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT THE FOREGOING INDEMNITY SHALL BE APPLICABLE TO, ANY LOSSES, DAMAGES AND LIABILITIES THAT HAVE RESULTED FROM OR ARE ALLEGED TO HAVE RESULTED FROM THE ACTIVE OR PASSIVE OR THE SOLE, JOINT OR CONCURRENT ORDINARY NEGLIGENCE OF LENDER OR ANY OTHER INDEMNITEE UNDER THIS SECTION 10.2.**

11. MISCELLANEOUS

11.1. **Survival.** All agreements, representations and warranties made herein and in every other Loan Document shall survive the execution and delivery of this Agreement and the other Loan Documents. The provisions of Sections 2.4(e), 2.7, 2.8, 10, and 11 shall survive the payment of the Obligations and any termination of this Agreement.

11.2. **No Waivers.** No failure or delay by Lender in exercising any right, power or privilege under any Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein and therein provided shall be cumulative and not exclusive of any rights or remedies provided by Law. Any reference in any Loan Document to the "continuing" nature of any Event of Default shall not be construed as establishing or otherwise indicating that Borrower has the independent right to cure any such Event of Default, but is rather presented merely for convenience should such Event of Default be waived in accordance with the terms of the applicable Loan Documents.

11.3. Notices.

(a) All notices, requests and other communications to any party hereunder shall be in writing (including prepaid overnight courier, e-mail, electronic submissions or similar writing, but not facsimile transmission) and shall be given to such party at its address or e-mail address set forth on the signature pages hereof or at such other address or e-mail address as such party may hereafter specify for the purpose by notice to Lender and Borrower; *provided*, that notices, requests or other communications shall be permitted by e-mail or other electronic submissions only in accordance with the provisions of Section 11.3(b). Each such notice, request or other communication shall be effective (i) if given by e-mail or other electronic submissions, as set forth in Section 11.3(c) or (ii) if given by mail, prepaid overnight

courier or any other means, when received at the applicable address specified by this Section. Notwithstanding anything to the contrary herein, and for the avoidance of any doubt, notices, requests and other communications delivered by facsimile transmission do not satisfy the requirements of this Section 11.3.

(b) Notices and other communications to the parties hereto may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites); *provided*, that (i) the foregoing shall not apply to notices sent directly to any party hereto if such party has notified Lender that it has elected not to receive notices by electronic communication (which election may be limited to particular notices) and (ii) any Notice of Borrowing or any other notices regarding request for advances hereunder shall be delivered or furnished by Borrower by electronic communication in accordance with all procedures established by or otherwise acceptable to Lender from time to time in its sole discretion.

(c) Unless Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; *provided*, that if any such notice or other communication is not sent or posted during normal business hours, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day.

11.4. Severability. In case any provision of or obligation under this Agreement or any other Loan Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

11.5. Amendments and Waivers. No provision of this Agreement or any other Loan Document may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and is signed or otherwise approved by Borrower and Lender. Notwithstanding the foregoing, Borrower hereby authorizes Lender to (i) correct any patent (or scrivener's) errors or other erroneous content in the Loan Documents, (ii) date any dates and fill in any blanks or other missing content in any of the Loan Documents, and (iii) replace or substitute pages, as applicable, in each Loan Document that were changed to correct such errors or fill in such dates, missing content or blanks (each a "Corrected Document"), in each case, without the need for a written amendment signed by the parties; *provided* that Lender shall send a copy of any such Corrected Document to Borrower (which copy may be given by electronic mail). Without limiting the generality of any of the foregoing, Borrower further covenants that it shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered (or, as applicable, re-execute, re-acknowledge and re-deliver), (A) each agreement, instrument or other document that was incorrectly drafted and signed at the Closing Date and (B) all such further assurances and other agreements, instruments or documents, and take or cause to be taken all such other actions, as Lender shall request from time to time to permit Lender to evidence or give effect to the express terms and conditions of this Agreement and the other Loan Documents and any of the transactions contemplated hereby, including to perfect (or continue the perfection of) and protect Lender's Liens upon the Collateral, and shall take such other action as may be requested by Lender to give effect to or carry out the intent and purposes of this Agreement.

11.6. Assignments. Borrower agrees not to assign any of Borrower's rights, remedies or obligations under this Agreement or any other Loan Document. Borrower agrees that Lender may assign some or all of its rights and remedies under this Agreement or any other Loan Document without notice to, or prior consent from, Borrower.

11.7. Confidentiality. Lender shall hold all non-public information regarding Borrower and its businesses identified as such by Borrower and obtained by Lender from Borrower pursuant to the requirements hereof in accordance with Lender's customary procedures for handling information of such nature, except that disclosure of such information may be made (i) to Lender's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, auditors, professional consultants, advisors and representatives of Lender and of Lender's Affiliates (collectively, the "Related Parties" of Lender) (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (ii) to rating agencies, insurance industry associations and portfolio management services, (iii) to prospective transferees or purchasers of or participants in any interest in the Advances and, as

applicable, the Loan Documents, to prospective contractual counterparties (or the professional advisors thereto) in Rate Contracts permitted hereby and to prospective providers of Bank Products, *provided*, that any such Persons shall have agreed to be bound by the provisions of this Section 11.7, (iv) to the extent requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties, including any self-regulatory authority, (v) to any other party hereto, (vi) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (vii) as required by Law, subpoena, judicial order or similar order and in connection with any litigation, (viii) as may be required in connection with the examination, audit or similar investigation of such Person, (ix) with the consent of Borrower, (x) to the extent such information (A) becomes publicly available other than as a result of a breach of this Section, or (B) becomes available to Lender or any of its Related Parties on a nonconfidential basis from a source other than Borrower, and (xi) to a Person that is a trustee, investment advisor, collateral manager, servicer, noteholder or secured party in a Securitization (as hereinafter defined) in connection with the administration, servicing and reporting on the assets serving as collateral for such Securitization. For the purposes of this Section, "Securitization" shall mean a public or private offering by Lender or any of its Affiliates or their respective successors and assigns, of Stock or debt securities which represent an interest in, or which are collateralized, in whole or in part, by the Advances. Confidential information shall include only such information identified as such at the time provided to Lender and shall not include information that either (A) is in the public domain, or becomes part of the public domain after disclosure to such Person through no fault of such Person, or (B) is disclosed to such Person by a Person other than Borrower, *provided*, Lender does not have actual knowledge that such Person is prohibited from disclosing such information. The obligations of Lender under this Section 11.7 shall supersede and replace the obligations of Lender under any confidentiality agreement in respect of this financing executed and delivered by Lender prior to the date hereof.

11.8. Waiver of Consequential and Other Damages. To the fullest extent permitted by applicable Law, Borrower shall not assert, and Borrower hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Advance or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

11.9. Reinstatement. Notwithstanding any prior revocation, termination, surrender, or discharge of this Agreement in whole or in part, the effectiveness of this Agreement shall automatically continue or be reinstated in the event that any payment, proceeds received or credit given by Bank in respect of the Obligations is returned, disgorged, or rescinded under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case, this Agreement shall be enforceable against Borrower as if the returned, disgorged, or rescinded payment, proceeds or credit had not been received or given by Bank, and whether or not Bank relied upon this payment, proceeds or credit or changed its position as a consequence of it. In the event of continuation or reinstatement of this Agreement, Borrower agrees upon demand by Bank to execute and deliver to Bank those documents which Bank determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Borrower to do so shall not affect in any way such continuation or reinstatement.

11.10. Marshaling; Payments Set Aside. Lender shall not be under any obligation to marshal any assets in payment of any or all of the Obligations. To the extent that Borrower makes any payment or Lender enforces its Liens or Lender exercises its right of set-off, and such payment or the proceeds of such enforcement or set-off is subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid by anyone, then to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefore, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred.

11.11. **GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT, EACH NOTE AND EACH OTHER LOAN DOCUMENT, AND ALL MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. BORROWER HEREBY CONSENTS TO THE JURISDICTION**

OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY AND COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE 10 DAYS AFTER THE SAME HAS BEEN POSTED.

11.12. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AND LENDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. BORROWER AND LENDER WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

11.13. **Counterparts: Integration.** This Agreement and the other Loan Documents may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic transmission (including "pdf" or "tif" format) shall bind the parties hereto. This Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

11.14. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.15. **USA PATRIOT Act Notification.** Lender hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the USA PATRIOT Act. Borrower agrees to, promptly following a request by Lender, provide all such other documentation and information that Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, and the Beneficial Ownership Regulation.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MAMMOTH ENERGY SERVICES, INC., as Borrower

By: /s/ Mark Layton
Name: Mark Layton
Title: Chief Financial Officer

Address for Notices to Borrower:

14201 Caliber Drive, Suite 300
Oklahoma City, Oklahoma 73134
Attention: Mark Layton, Chief Financial Officer
Email: mlayton@mammothenergy.com

FIFTH THIRD BANK, NATIONAL ASSOCIATION , as Lender

By: /s/ Jacob Osterman
Name: Jacob Osterman
Title: Duly Authorized Signatory

Address for Notices:

Fifth Third Bank, National Association
38 Fountain Square Plaza
Cincinnati, Ohio 45202
Attention: Jacob Osterman
Email: Jacob.Osterman@53.com

ANNEX A
to
CREDIT AGREEMENT
LETTERS OF CREDIT

(a) Issuance.

(i) Subject to the terms and conditions of this Agreement, Lender agrees to incur, from time to time prior to the Commitment Termination Date, upon the request of Borrower and for Borrower's or any Subsidiary's account, Letter of Credit Obligations with respect to Letters of Credit issued by Lender for Borrower's or any Subsidiary's account. Borrower shall give Lender at least five Business Days prior written notice requesting the incurrence of any Letter of Credit Obligation. The notice shall be accompanied by a completed Letter of Credit application. Notwithstanding anything contained herein to the contrary, Letter of Credit applications by Borrower and communications by Lender may be made and transmitted pursuant to electronic codes and security measures mutually agreed upon and established by and between Borrower and Lender. Borrower hereby authorizes Lender to accept, act upon, and treat as genuine and original (but without any obligation of Lender to do any of the foregoing) applications, authorizations, and other requests regardless of the manner communicated, including those sent or communicated via overnight courier, certified or non-certified mail, fax, email, electronic code, or phone, so long as Lender does not have actual knowledge that a particular application, authorization, or other request is not authorized by Borrower.

(ii) Letters of Credit issued hereunder shall constitute utilization of the Commitments. A Letter of Credit shall be issued, extended, reinstated, or otherwise amended only if (and upon issuance, extension, reinstatement or other amendment of each Letter of Credit Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, extension, reinstatement or other amendment, (i) the aggregate amount of Letter of Credit Obligations shall not at any time exceed \$25,000,000; and (ii) Revolving Exposure shall not exceed the Maximum Revolver Amount.

(iii) Borrower is responsible for preparing or approving the text of each Letter of Credit as submitted to and as issued by Lender and as received by the beneficiary, notwithstanding any drafting recommendations or forms provided by Lender. Lender's recommendation or drafting of text or Lender's use or non-use or refusal to use text submitted by Borrower shall not affect Borrower's ultimate responsibility. Borrower is responsible for Lender's failure to apply, or to observe standard practice as applied to, Letter of Credit terms or conditions, and for terms or conditions that (A) are erroneous, ambiguous, inconsistent, insufficient, ineffective, or illegal, (B) require Lender to respond to a demand in fewer than three Business Days, or (C) require or allow Borrower to sign, issue, or present a document. Notwithstanding anything to the contrary in this Agreement, Lender's obligation to issue, amend, or extend the expiration date of a Letter of Credit is subject to its review and approval of the proposed terms of the Letter of Credit (and any amendment thereof) in its sole discretion. Borrower represents and warrants to Lender that Borrower is familiar with, and understands, applicable Law and letter of credit practice. If requested by Lender, Borrower will execute, deliver, and submit a letter of credit application and reimbursement agreement on Lender's standard forms in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any such letter of credit application or reimbursement agreement, the terms and conditions of this Agreement will control, for so long as Borrower and Lender are subject thereto. Notwithstanding anything to the contrary in this Agreement but subject to Borrower's ultimate responsibility as set forth above in this paragraph (a), Lender's obligation to issue, amend, or extend the expiration date of a Letter of Credit is subject to its review and approval of the proposed terms of the Letter of Credit (and any amendment thereof) in its sole discretion.

(iv) Borrower will notify Lender in writing no later than three Business Days after Borrower first becomes aware of any objection Borrower may have to Lender's issuance or amendment of a Letter of Credit, Lender's acceptance or rejection of a presentation under any Letter of Credit, or any other action or inaction taken or proposed to be taken by Lender under or in connection with this Agreement or any other agreement, document, or instrument relating hereto; *provided, however*, that if Lender reasonably believes that it is obligated to take any

action, including, but not limited to, the payment on a Letter of Credit in a period of time less than three Business Days, Lender is allowed to take such action without liability to Borrower. Borrower's failure to give timely and specific notice of objection shall automatically waive Borrower's objection, authorize or ratify Lender's action or inaction, and absolutely preclude Borrower from raising the objection as a defense or claim against Lender (or any Indemnitee). If Lender approaches Borrower for a waiver of discrepancies in a presentation, then Borrower must respond within three Business Days. Lender may treat Borrower's failure to respond as a waiver of the indicated discrepancies, but need not itself accept Borrower's implied or express waiver of discrepancies as binding on Lender. Borrower's acceptance or retention of any documents presented under or in connection with a Letter of Credit (including, but not limited to, originals or copies of documents sent directly to Borrower) or of any property for which payment is supported by any Letter of Credit shall ratify Lender's honor of the relevant presentation and absolutely preclude Borrower from raising a defense or claim against Lender (or any Indemnitee) with respect to such honor.

(b) Expiration Date. Except for Evergreen Letters of Credit that are subject to the terms and conditions set forth in this paragraph, no Letter of Credit shall have an expiration date that is later than the earlier of (i) one year following the date of issuance thereof (or, in the case of any extension of the expiration date thereof, whether automatic or by amendment, one year after the then-current expiration date of such Letter of Credit) unless otherwise permitted by Lender (subject to the other provisions of this Agreement) and (ii) the date that is five Business Days before the Commitment Termination Date, and Lender shall not be under any obligation to incur Letter of Credit Obligations in respect of any Letter of Credit having an expiration date that is later than the Commitment Termination Date. If Borrower so requests in any notice requesting the issuance of a Letter of Credit (or the amendment of an outstanding Letter of Credit), Lender may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Evergreen Letter of Credit"), provided that any such Evergreen Letter of Credit shall permit Lender to prevent any such extension at least once in each one-year period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day in each such one-year period to be agreed upon by Borrower and Lender at the time such Letter of Credit is issued. Unless otherwise directed by Lender, Borrower shall not be required to make a specific request to Lender for any such extension.

(c) Reimbursement and Interim Interest.

(i) If Lender shall make any disbursement in respect of a Letter of Credit, Borrower shall reimburse Lender by paying to Lender an amount equal to such disbursement in immediately available U.S. dollars, without withholding, deduction, or setoff, not later than 1:00 p.m. prevailing local time in New York, NY on (i) the Business Day that Borrower receives notice of Lender's disbursement, if such notice is received prior to 10:00 a.m. prevailing local time in New York, NY; or (ii) the Business Day immediately following the day that Borrower receives such notice, if such notice is not received prior to such time, with interest at the Prime Rate for the additional calendar day(s) elapsed; *provided* that, if such disbursement by Lender is not less than \$7,500,000, Borrower may, subject to the conditions to borrowing set forth in this Agreement, request in accordance with Section 2.1 that such payment be financed with a Revolving Credit Advance in an equivalent amount, and to the extent so financed, Borrower's obligation to make such payment shall be discharged and replaced by the resulting Revolving Credit Advance. Lender's records showing the dates and amounts of payments due and disbursements made shall be presumed correct and complete and, if Borrower does not object within five Business Days after receiving the information, shall be final.

(ii) If Borrower fails to reimburse Lender for any amount disbursed when due pursuant to paragraph (c)(i) above, then the unpaid amount shall bear interest, for each day from and including the date such disbursement is made to but excluding the date that Borrower reimburses Lender for such disbursement, at the Default Rate.

(d) Limitations. Lender shall not be under any obligation to issue any Letter of Credit if:

(i) any order, judgment, or decree of any Governmental Authority or arbitrator shall enjoin or restrain, or purport to enjoin or restrain, Lender from issuing such Letter of Credit, or request that Lender refrain from, or, if in the sole discretion of Lender, any Law applicable to Lender shall prohibit the issuance of letters of credit generally or such Letter of Credit in particular, or any such order, judgment or decree, or Law shall impose upon Lender with respect to such Letter of Credit any restriction, reserve, capital, or liquidity requirement (for which Lender is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon Lender any unreimbursed loss, cost, or expense that was not applicable on the Closing Date and that Lender in good faith deems material to it;

(ii) the issuance of such Letter of Credit would violate one or more policies of Lender; or

(iii) except as otherwise agreed by Lender, such Letter of Credit is in an initial amount less than \$50,000, in the case of a commercial Letter of Credit, or \$50,000, in the case of a standby Letter of Credit.

Lender shall be under no obligation to amend any Letter of Credit if (A) Lender would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(e) Cash Collateral.

(i) If Borrower is required to provide cash collateral for any Letter of Credit Obligations pursuant to this Agreement, including Section 9.2 of this Agreement, prior to the Commitment Termination Date, Borrower will pay to Lender cash or Cash Equivalents acceptable to Lender (“Cash Collateral”) in an amount equal to 105% of the Letter of Credit Obligations plus accrued and unpaid interest thereon. Such Cash Collateral shall be held by Lender and pledged to, and subject to the control of, Lender. Borrower hereby pledges and grants to Lender a security interest in all such Cash Collateral and all proceeds thereof, as security for the payment of all amounts due in respect of the Letter of Credit Obligations and other Obligations, whether or not then due. This Agreement, including this paragraph (e)(i), shall constitute a security agreement under applicable Law.

(ii) If any Letter of Credit Obligations, whether or not then due and payable, shall for any reason be outstanding on the Commitment Termination Date, Borrower shall provide Cash Collateral within two Business Days therefor in the manner described, and subject to the terms and conditions as set forth, above.

(iii) From time to time after funds are deposited as Cash Collateral by Borrower, whether before or after the Commitment Termination Date, Lender may apply such funds then held by it to the payment of any amounts, and in such order as Lender may elect, as shall be or shall become due and payable by Borrower to Lender with respect to such Letter of Credit Obligations of Borrower and, upon the satisfaction in full of all Letter of Credit Obligations of Borrower, to any other Obligations then due and payable.

(iv) Neither Borrower nor any Person claiming on behalf of or through Borrower shall have any right to withdraw any of the Cash Collateral, except that upon the termination of all Letter of Credit Obligations (which requires the return of all original Letters of Credit) and the payment of all amounts payable by Borrower to Lender in respect thereof, any remaining Cash Collateral shall be applied to other Obligations then due and owing and upon payment in full of such Obligations any remaining amount shall be paid to Borrower or as otherwise required by Law. Interest earned, if any, on Cash Collateral shall be held as additional collateral.

(f) Fees and Expenses. In addition to the Letter of Credit Fees payable pursuant to Section 2.4(e)(iii) of this Agreement, Borrower shall pay to Lender, on demand, such Letter of Credit Fees as are set forth from time to time in Lender's Fee schedule for letters of credit. Borrower acknowledges that Lender may modify such Fee schedule at any time and will communicate such new Fee schedule information to Borrower as required in the notice provision hereunder. Such new Fees will be effective 30 days after such notice and shall apply as of such date to all existing and future Letters of Credit issued by Lender. In the event of any inconsistency between the Fees set forth in this Agreement and the Fees set forth in such Fee schedule, the Fees set forth in this Agreement will control.

(g) Obligations Absolute. The obligation of Borrower to reimburse Lender for payments made with respect to any Letter of Credit Obligation shall be absolute, unconditional, and irrevocable, and not subject to abatement, reduction, withholding, deduction, deferment, interruption, recoupment, or other right (whether legal, equitable, or otherwise) for any reason whatsoever, without necessity of presentment, demand, protest, or other formalities. Such obligations of Borrower shall be paid strictly in accordance with the terms hereof under all circumstances, including and/or despite any of the following:

(i) any lack of validity or enforceability of any Letter of Credit or this Agreement or the other Loan Documents or any other agreement;

(ii) the existence of any claim, setoff, defense (including suretyship), or other right that Borrower or any of its Affiliates may at any time have against a beneficiary or any transferee of any Letter of Credit (or any Persons or entities for whom any such transferee may be acting), Lender, or any other Person, whether in connection with this Agreement, the Letter of Credit, the transactions contemplated herein or therein, or any unrelated transaction (including any underlying transaction between Borrower or any of its Affiliates and the beneficiary for which the Letter of Credit was procured);

(iii) any draft, demand, certificate or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid, or insufficient in any respect, or any statement therein being untrue or inaccurate in any respect;

(iv) payment by Lender under any Letter of Credit or guaranty thereof against presentation of a demand, draft, certificate, or other document that does not comply with the terms of such Letter of Credit or such guaranty;

(v) the fact that a Default or an Event of Default has occurred and is continuing;

(vi) any bankruptcy, insolvency, receivership, reorganization, or similar proceeding discharging or otherwise affecting Borrower or any of its Affiliates;

(vii) Lender's rights and remedies with respect to any collateral;

(viii) Borrower's claims, rights, or remedies against any of its Affiliates;

(ix) Lender's waiver or release of any obligation of Borrower;

(x) any amendment, supplement, restatement, or renewal of this Agreement or any other agreement, document, or instrument relating hereto;

(xi) any loss or damage to any collateral;

(xii) the failure of any lien or security interest in favor of Lender to attach, be perfected or recorded, or remain perfected or recorded;

(xiii) Lender's release of any collateral, or taking of additional collateral; or

(xiv) any other circumstance or event whatsoever, whether or not similar to any of the foregoing that might, but for the provisions of this section, constitute a legal or equitable discharge of, or provide a right of setoff against, Borrower's obligations hereunder, and Borrower waives any and all rights with respect to all of the foregoing.

(h) Lender Discretion.

(i) For Borrower's account, Lender may at any time provide in a Letter of Credit or otherwise agree to do or do the following:

(A) send the Letter of Credit via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") network and bind Borrower directly and as an indemnifier to the rules applicable to SWIFT messages (including, but not limited to, rules obligating Borrower or Lender to pay bank charges);

(B) assert, waive, or, with any necessary consent from the beneficiary or other person or entity, amend any provision in the Letter of Credit or applicable practice that primarily concerns issuer operations including, but not limited to, (A) identification of the Letter of Credit in any presentation, (B) marking of the Letter of Credit to reflect a transfer, payment, or other action, (C) specification of the business days and hours, manner, and place for Lender receiving a presentation, effecting honor, and giving notice of dishonor under the Letter of Credit, (D) duration of the period(s) for examination, approaching Borrower for a waiver, or sending a notice of refusal, (E) disposition of the beneficiary's documents after dishonor or while approaching Borrower for a waiver, and (F) replacement of a lost Letter of Credit or recognition of a successor beneficiary;

(C) discount an accepted draft or deferred payment undertaking incurred under the Letter of Credit, at the request of the beneficiary or other third party, without affecting the amount or due date of Borrower's obligations to reimburse or pay fees to Lender;

(D) select any branch, bank office, or Lender affiliate or any other bank or financial institution or affiliate for issuing, advising, transferring, confirming, and/or nominating bank or person or entity under the law and practice of the place where it acts (if the Letter of Credit permits advice, transfer, confirmation, and/or nomination) to act under contract with Lender as a letter of credit processing agent for Lender in Lender's issuance of the Letter of Credit or processing of demands or in any other action that Lender is required or permitted to take under the Letter of Credit;

(E) accept documents that appear on their face to be in substantial compliance with the terms and conditions of a Letter of Credit without responsibility for further investigation and disregarding any information or data outside of the face of the documents, regardless of any notice or information to the contrary, and may honor and make payment upon any presentation that appears on its face to substantially comply with the terms and conditions of a Letter of Credit, whether or not the Letter of Credit requires strict compliance and without regard to any non-documentary condition in such Letter of Credit (including, but not limited to, honor of a draft that is non-negotiable or informal, honor up to the amount available under the Letter of Credit of a demand claiming more than that amount, honor of a draft or other document that lacks a reference to the Letter of Credit, honor of a presentation of documents that include inconsistent extraneous data, and allowance of a grace period of one business day for timing requirements under the Letter of Credit);

(F) decline to accept any documents and make payment if such documents are not in strict compliance with the terms and conditions of a Letter of Credit;

(G) provide for or submit to arbitration, mediation, DOCDEX (the ICC Banking Commission's informal dispute resolution service), or the like for the resolution of some or all disputes with the beneficiary or other person or entity; and

(H) replace a purportedly lost, stolen, or destroyed original Letter of Credit or amendment thereto with a replacement marked as such or waive a requirement for its presentation.

(ii) Unless specifically committed to do so in a writing signed by Lender, Lender is not required to issue any Letter of Credit amendment. If the Letter of Credit may be extended or terminated by a notice given or other action taken by Lender (with or without the passage of time), then, whether or not requested to do so by Borrower, Lender shall have the right to give such notice or take such action, to fail or refuse to do so, or to fail to retain proof of doing so. If Lender gives such notice or takes such action at Borrower's request, then Borrower shall obtain the beneficiary's acknowledgement and, in the case of Letter of Credit termination, return the original Letter of Credit. If Lender fails or refuses to give notice of non-extension or termination at Borrower's timely written request, then Lender's Letter of Credit Fees shall be calculated as if Lender had given such notice or taken such action.

(iii) If the beneficiary or another person or entity claims that Lender has wrongfully repudiated or dishonored a Letter of Credit, then Lender shall have the right to defend or settle the claim, with or without joining Borrower in any proceeding or negotiation and without regard to whether the claimant asserts that Lender is precluded from relying on a valid defense. Borrower shall have the obligation to mitigate damages and, if Lender pays or settles a claim then Borrower will reimburse, indemnify, account for any benefits, and cooperate with Lender as subrogee.

(iv) Lender's actions in one or more instances shall not waive its right, with or without notice to Borrower, to use its discretion differently in other similar instances and shall not establish a course of conduct on which Borrower may rely in any other instances under the same or other Letter of Credit.

(i) Indemnification; Nature of Duties.

(i) In addition to amounts payable as elsewhere provided in this Agreement, Borrower hereby agrees to pay and to protect, indemnify, and save harmless Lender and each other Indemnitee from and against any and all claims, demands, liabilities, damages, losses, costs, charges, and expenses (including reasonable attorneys' fees and allocated costs of internal and external counsel) that Lender may incur or be subject to as a consequence, direct or indirect, of (A) the issuance of any Letter of Credit or guaranty thereof, (B) the failure of Lender seeking indemnification or of Lender to honor a demand for payment under any Letter of Credit or guaranty thereof as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority, (C) arising from or incurred in connection with any breach of a representation, warranty, or covenant by Borrower; (D) arising out of or resulting from any suit, action, claim, proceeding, or governmental investigation, pending or threatened, whether based on statute, regulation, or order, or tort, or contract, or otherwise, before any court or governmental authority (and irrespective of who may be the prevailing party); (E) arising out of or in connection with any payment or action taken in connection with any Letter of Credit, including, without limitation, any action or proceeding seeking to restrain any drawing under a Letter of Credit or to compel or restrain any payment or any other action under a Letter of Credit or this Agreement (and irrespective of who may be the prevailing party); or (F) arising out of or in connection with any act or omission of any governmental authority or other cause beyond

the Indemnitee's reasonable control; except in each case to the extent such claim, liability, loss, damage, tax, penalty, interest, judgment, cost, or expense is found to have resulted from the gross negligence or willful misconduct of an Indemnitee (as finally determined by a court of competent jurisdiction in a non-appealable matter).

(ii) As between Lender and Borrower, Borrower assumes all risks of the acts and omissions of, or misuse of any Letter of Credit by, beneficiaries of any Letter of Credit. In furtherance and not in limitation of the foregoing, to the fullest extent permitted by Law, Lender shall not be responsible for: (A) the form, validity, sufficiency, accuracy, genuineness, or legal effect of any document issued by any party in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent, or forged; (B) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason; (C) failure of the beneficiary of any Letter of Credit to comply fully and strictly with the conditions required in order to demand payment under such Letter of Credit; (D) errors, omissions, interruptions, or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, or otherwise, whether or not they may be in cipher; (E) errors in interpretation of technical terms; (F) any loss or delay in the transmission or otherwise of any document required in order to make a payment under any Letter of Credit or guaranty thereof or of the proceeds thereof; (G) the credit of the proceeds of any drawing under any Letter of Credit or guaranty thereof; and (H) any consequences arising from causes beyond the control of Lender. None of the above shall affect, impair, or prevent the vesting of any of Lender's rights or powers hereunder or under this Agreement.

(iii) Limitations on Remedies.

(A) Nothing contained herein shall be deemed to limit or to expand any waivers, covenants, or indemnities made by Borrower in favor of Lender in any letter of credit application, reimbursement agreement, or similar document, instrument, or agreement between Borrower and Lender.

(I) EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, LENDER SHALL NOT BE LIABLE TO BORROWER IN CONTRACT, TORT, OR OTHERWISE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

(J) Borrower must take action to avoid and reduce the amount of damages claimed against Lender (or any other Indemnitee, as applicable).

(K) Borrower's aggregate remedies against Lender for honoring a presentation or retaining honored documents in breach of Lender's obligations to Borrower (whether arising under this Agreement, any other agreement, document, or instrument relating hereto, applicable letter of credit practice or law, or any other applicable law) are limited to the aggregate amounts paid by Borrower to Lender with respect to the honored presentation.

(L) In any dispute or litigation between Borrower and Lender, Borrower shall pay Lender's reasonable attorneys' fees, expert witness fees, and other expenses of litigation or dispute resolution, unless Borrower obtains a non-appealable award for damages against Lender, as so ordered by a court of competent jurisdiction. If Borrower prevails in an action based on forgery or fraud of the beneficiary or other presenter, this does not relieve Borrower from its obligation to pay Lender's fees and expenses in contesting the entry or maintenance of injunctive relief.

(iv) Borrower agrees that, in the absence of gross negligence or willful misconduct on the part of Lender (as finally determined by a court of competent jurisdiction),

Lender will be deemed to have exercised care in determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof.

(j) Letters of Credit Issued for account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, Borrower shall be obligated as a primary obligor as set forth herein for any and all drawings under such Letter of Credit, and irrevocably waives any defenses that might otherwise be available to it as a guarantor or surety of the obligations of such Subsidiary. Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of Borrower, and that Borrower's business derives substantial benefits from the businesses of such Subsidiaries. To the extent that any Letter of Credit is issued for the account of any Subsidiary of Borrower, Borrower agrees that (i) such Subsidiary shall have no rights against Lender, and Borrower shall hold Lender harmless with respect to any claim or other attempted exercise of rights by such Subsidiary against Lender, (ii) Borrower shall be responsible for the obligations in respect of such Letter of Credit under this Agreement and any application or reimbursement agreement, (iii) Borrower shall have the sole right to give instructions and make agreements with respect to this Agreement and the Letter of Credit, and the disposition of documents related thereto, and (iv) Borrower shall have all powers and rights in respect of any security arising in connection with the Letter of Credit and the transactions related thereto. Borrower shall, at the request of Lender, cause such Subsidiary to execute and deliver an agreement confirming the terms specified in the immediately preceding sentence and acknowledging that it is bound thereby.

(k) Rules of Practice. Unless otherwise expressly agreed by Lender and Borrower when a Letter of Credit is issued by it, (i) the rules of the International Standby Practices, ICC Publication No. 590 (as amended, supplemented, restated, and/or republished from time to time, the "ISP") shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (as amended, supplemented, restated, and/or republished from time to time, the "UCP") shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, Lender shall not be responsible to Borrower for, and Lender's rights and remedies against Borrower shall not be impaired by, any action or inaction of Lender required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Laws or any order of a jurisdiction where Lender, the beneficiary, or any advising, transferring, confirming, or nominated bank or person or entity is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the International Chamber of Commerce Banking Commission, the Bankers Association for Finance and Trade, or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such laws or practice rules.

(l) Survival. The provisions of this Annex A shall survive the payment of the Obligations, any termination of this Agreement, and the assignment of any rights hereunder.

CERTIFICATIONS

I, Bernard Lancaster, Chief Operating Officer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Mammoth Energy Services, Inc. (the "registrant");
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(s) 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 Rule 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(s) 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.

MAMMOTH ENERGY SERVICES, INC.

By: /s/ Bernard Lancaster
Bernard Lancaster
Chief Operating Officer
May 11, 2026

**CERTIFICATION OF THE CHIEF OPERATING 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-K of Mammoth Energy Services, Inc. (the "Company") for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Bernard Lancaster, as Chief Operating Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of 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 (the "Exchange Act"); and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: **MAMMOTH ENERGY SERVICES, INC.**
/s/ Bernard Lancaster

Bernard Lancaster
Chief Operating Officer
May 11, 2026

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liability under that section. This certification shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

**CERTIFICATION OF THE 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 Mammoth Energy Services, Inc. (the "Company") for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark Layton, as Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of 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 (the "Exchange Act"); and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

MAMMOTH ENERGY SERVICES, INC.

By:

/s/ Mark Layton

Mark Layton

Chief Financial Officer

May 11, 2026

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liability under that section. This certification shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

Mine Safety Disclosure

The following disclosures are provided pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) and Item 104 of Regulation S-K, which requires certain disclosures by companies required to file periodic reports under the Securities Exchange Act of 1934, as amended, that operate mines regulated under the Federal Mine Safety and Health Act of 1977 (the “Mine Act”).

Mine Safety Information. Whenever the Federal Mine Safety and Health Administration (“MSHA”) believes a violation of the Mine Act, any health or safety standard or any regulation has occurred, it may issue a citation which describes the alleged violation and fixes a time within which the U.S. mining operator must abate the alleged violation. In some situations, such as when MSHA believes that conditions pose a hazard to miners, MSHA may issue an order removing miners from the area of the mine affected by the condition until the alleged hazards are corrected. When MSHA issues a citation or order, it generally proposes a civil penalty, or fine, as a result of the alleged violation, that the operator is ordered to pay. Citations and orders can be contested and appealed, and as part of that process, are often reduced in severity and amount, and are sometimes dismissed. The number of citations, orders and proposed assessments vary depending on the size and type (underground or surface) of the mine as well as by the MSHA inspector(s) assigned.

Mine Safety Data. The following provides additional information about references used in the table below to describe the categories of violations, orders or citations issued by MSHA under the Mine Act:

- Section 104 S&S Citations: Citations received from MSHA under section 104 of the Mine Act for violations of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a mine safety or health hazard.
- Section 104(b) Orders: Orders issued by MSHA under section 104(b) of the Mine Act, which represents a failure to abate a citation under section 104(a) within the period of time prescribed by MSHA. This results in an order of immediate withdrawal from the area of the mine affected by the condition until MSHA determines that the violation has been abated.
- Section 104(d) Citations and Orders: Citations and orders issued by MSHA under section 104(d) of the Mine Act for unwarrantable failure to comply with mandatory health or safety standards.
- Section 110(b)(2) Violations: Flagrant violations issued by MSHA under section 110(b)(2) of the Mine Act.
- Section 107(a) Orders: Orders issued by MSHA under section 107(a) of the Mine Act for situations in which MSHA determined an “imminent danger” (as defined by MSHA) existed.

The following table details the violations, citations and orders issued to us by MSHA during the quarter ended March 31, 2026:

Mine ^(a)	Section 104 S&S Citations(#)	Section 104(b) Orders (#)	Section 104(d) Citations and Orders(#)	Section 110(b)(2) Violations(#)	Section 107(a) Orders (#)	Proposed Assessments ^(b) (\$, amounts in dollars)	Mining Related Fatalities (#)
Taylor, WI	—	—	—	—	—	\$ —	—
Menomonie, WI	—	—	—	—	—	\$ —	—

- The definition of mine under section 3 of the Mine Act includes the mine, as well as other items used in, or to be used in, or resulting from, the work of extracting minerals, such as land, structures, facilities, equipment, machines, tools and minerals preparation facilities. Unless otherwise indicated, any of these other items associated with a single mine have been aggregated in the totals for that mine. MSHA assigns an identification number to each mine and may or may not assign separate identification numbers to related facilities such as preparation facilities. We are providing the information in the table by mine rather than MSHA identification number because that is how we manage and operate our mining business and we believe this presentation will be more useful to investors than providing information based on MSHA identification numbers.
- Represents the total dollar value of proposed assessments from MSHA under the Mine Act relating to any type of citation or order issued during the quarter ended March 31, 2026.

Pattern or Potential Pattern of Violations. During the quarter ended March 31, 2026, none of the mines operated by us received written notice from MSHA of (a) a pattern of violations of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of mine health or safety hazards under section 104(e) of the Mine Act or (b) the potential to have such a pattern.

Pending Legal Actions. There were no legal actions pending before the Federal Mine Safety and Health Review Commission (the Commission) as of March 31, 2026. The Commission is an independent adjudicative agency established by the Mine Act that provides administrative trial and appellate review of legal disputes arising under the Mine Act.