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

**Form 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
Date of Report (Date of earliest event reported): October 16, 2024**

**Mammoth Energy Services, Inc.**

(Exact name of registrant as specified in its charter)

**001-37917  
(Commission File No.)**

**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)

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

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

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

**Title of each class**  
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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§232.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

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

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## **Item 1.01 Entry Into a Material Definitive Agreement.**

### ***Introductory Note***

As previously disclosed in the filings with the Securities and Exchange Commission (the “SEC”) made by Mammoth Energy Services, Inc. (“Mammoth” or the “Company”), on July 22, 2024, Cobra Acquisitions LLC (“Cobra”), a wholly-owned subsidiary of Mammoth, entered into a release and settlement agreement with the Puerto Rico Electric Power Authority (“PREPA”) and the Financial Oversight and Management Board for Puerto Rico, in its capacity as PREPA’s representative to the United States District Court for the District of Puerto Rico (the “Title III Court”), to settle all outstanding matters between Cobra and PREPA (the “Settlement Agreement”). Under the terms of the Settlement Agreement, Cobra was allowed an administrative expense claim against PREPA of \$170.0 million (plus the \$18.4 million in funds received by PREPA from the Federal Emergency Management Agency (“FEMA”) and considered payable to Cobra but for purported garnishments in this amount asserted by three Puerto Rican municipalities (the “Specified Municipalities”) for certain municipal tax claims (the “Specified Municipal Tax Claims”) discussed in Mammoth’s filings with the SEC (the “Withheld FEMA Funds”). Cobra’s allowed claim is payable through three installments: (i) \$150.0 million on the later of (A) ten business days following approval of the Settlement Agreement by the Title III Court and (B) August 31, 2024; (ii) \$20.0 million within seven days following the effective date of PREPA’s plan of adjustment; and (iii) \$18.4 million in the Withheld FEMA Funds within either (A) ten business days after the deadline for appealing the entry of the settlement order by the Title III Court under the applicable bankruptcy rules of procedure if no such appeal is filed, or (B) if the provisions of the settlement order allowing PREPA to release the Withheld FEMA Funds to Cobra without retaining any liability to the Specified Municipalities are appealed by such municipalities, within ten business days of the filing of the notice of such appeal. Further, upon PREPA’s payment of the Withheld FEMA Funds to Cobra following the notice of appeal described above, Cobra agreed to indemnify and hold PREPA harmless, as well as to provide PREPA with an indemnity letter of credit, solely for any payment(s) PREPA is subsequently required to make pursuant to the Specified Municipalities on account of the Specified Municipal Tax Claims if such order is entered as a result of (i) any reversal on appeal of the settlement order with respect to the Withheld FEMA Funds and/or (ii) the Puerto Rico Court of First Instance or other court of competent jurisdiction enters such order after a diligent challenge by PREPA (including through enforcement of the order approving Settlement Agreement). Any such indemnity obligation will in no event exceed \$18.4 million.

As previously announced, on September 18, 2024, the Settlement Agreement was approved by the Title III Court overruling all objections thereto and an order was entered the same day (the “Settlement Order”). On October 1, 2024, Cobra received the first installment payment of \$150.0 million from the Commonwealth of Puerto Rico in connection with the Settlement Agreement with PREPA. Also on October 1, 2024, certain Puerto Rico municipalities and Foreman Electric Services Inc. that had objected to approval of the Settlement Order each filed timely notices of appeal of the Settlement Order to the United States Court of Appeals for the First Circuit. None of the foregoing parties have sought a stay of the Settlement Order pending such appeals. Although the ultimate outcome of these appeals cannot be predicted with certainty, Cobra believes that the appeals are without merit.

### ***Revolving Credit Agreement and Reimbursement Agreement***

On October 16, 2024, the Company entered into (i) an amendment to its revolving credit agreement (the “Credit Agreement Amendment”) and (ii) a letter of credit reimbursement agreement (the “Reimbursement Agreement”), each with Fifth Third Bank, National Association (“Fifth Third Bank”). The Credit Agreement Amendment 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. 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 issued pursuant to the Reimbursement Agreement 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

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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.

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

The information set forth in Item 1.01 above is incorporated herein by reference, as applicable.

**Item 7.01 Regulation FD Disclosure.**

On October 21, 2024, the Company issued a press release announcing the receipt of the \$18.4 million under the Settlement Agreement, which press release is attached hereto as Exhibit 99.1.

The information in this Item 7.01 shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended, unless specifically identified as being incorporated by reference in the registration statement.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

[99.1](#) \* [Press Release, dated October 21, 2024, entitled “Cobra Acquisitions LLC Announces Receipt of \\$18.4 million from PREPA.”](#)

104 Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

\* Furnished herewith.

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## Signature

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: October 21, 2024

By: **MAMMOTH ENERGY SERVICES, INC.**  
/s/ Mark Layton  
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Mark Layton  
*Chief Financial Officer and Secretary*



## Cobra Acquisitions LLC Announces Receipt of \$18.4 Million From PREPA

OKLAHOMA CITY – October 21, 2024 – Cobra Acquisitions LLC (“Cobra”), a wholly owned subsidiary of Mammoth Energy Services, Inc. (“Mammoth” or the “Company”) (NASDAQ: TUSK), today announced the receipt of \$18.4 million from the Puerto Rico Electric Power Authority (“PREPA”) in accordance with the previously announced Settlement Agreement.

Arty Straehla, Chief Executive Officer, commented, “We are pleased to have received the next installment payment under our Settlement Agreement with PREPA and look forward to receiving the final installment of \$20 million upon the confirmation of PREPA’s plan of adjustment in their bankruptcy proceedings. We maintain a significant cash position on our balance sheet, no debt, and we will take a meticulous and strategic approach when deploying this capital. We intend to pursue accretive, value-enhancing opportunities as we strive to strengthen Mammoth for the future.”

In relation to the receipt of the \$18.4 million from PREPA, Mammoth entered into (i) an amendment to its revolving credit agreement (the “Credit Agreement Amendment”) and (ii) a letter of credit reimbursement agreement (the “Reimbursement Agreement”), each with Fifth Third Bank, National Association (“Fifth Third Bank”). The Credit Agreement Amendment 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. 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 issued pursuant to the Reimbursement Agreement in an account maintained by Fifth Third Bank and to which Fifth Third Bank has a first priority security interest. 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.

Under the terms of the Settlement Agreement, which was approved by the United States District Court for the District of Puerto Rico having jurisdiction over PREPA’s bankruptcy proceedings, Cobra is entitled to receive total settlement proceeds of \$188.4 million. Of the \$188.4 million, Cobra has received \$168.4 million. The remaining \$20 million is payable to Cobra within seven days following the effective date of PREPA’s plan of adjustment.

### **About Mammoth Energy Services, Inc.**

Mammoth is an integrated, growth-oriented energy services company focused on the providing products and services to enable the exploration and development of North American onshore unconventional oil and natural gas reserves as well as the construction and repair of the electric grid for private utilities, public investor-owned utilities and co-operative utilities through its infrastructure services businesses. Mammoth’s suite of services and products include: well completion services, infrastructure services, natural sand and proppant services, drilling services and other energy services. For more information, please visit [www.mammothenergy.com](http://www.mammothenergy.com).

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**Forward-Looking Statements and Cautionary Statements**

*This news release (and any oral statements made regarding the subjects of this release, including on the conference call announced herein) contains certain statements and information that may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts that address activities, events or developments that Mammoth expects, believes or anticipates will or may occur in the future are forward-looking statements. The words “anticipate,” “believe,” “ensure,” “expect,” “if,” “intend,” “plan,” “estimate,” “project,” “forecasts,” “predict,” “outlook,” “aim,” “will,” “could,” “should,” “potential,” “would,” “may,” “probable,” “likely” and similar expressions, and the negative thereof, are intended to identify forward-looking statements. Without limiting the generality of the foregoing, forward-looking statements contained in this news release specifically include statements, estimates and projections regarding the Company’s business outlook and plans, future financial position, liquidity and capital resources, operations, performance, acquisitions, returns, capital expenditure budgets, plans for stock repurchases under its stock repurchase program, costs and other guidance regarding future developments. Forward-looking statements are not assurances of future performance. These forward-looking statements are based on management’s current expectations and beliefs, forecasts for the Company’s existing operations, experience and perception of historical trends, current conditions, anticipated future developments and their effect on Mammoth, and other factors believed to be appropriate. Although management believes that the expectations and assumptions reflected in these forward-looking statements are reasonable as and when made, no assurance can be given that these assumptions are accurate or that any of these expectations will be achieved (in full or at all). Moreover, the Company’s forward-looking statements are subject to significant risks and uncertainties, including those described in its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings it makes with the SEC, including those relating to the Company’s acquisitions and contracts, many of which are beyond the Company’s control, which may cause actual results to differ materially from historical experience and present expectations or projections which are implied or expressed by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: demand for our services; the volatility of oil and natural gas prices and actions by OPEC members and other exporting nations affecting commodities prices and production levels; the impact of the war in Ukraine and the Israel-Hamas war on the global energy and capital markets and global stability; performance of contracts and supply chain disruptions; inflationary pressures; higher interest rates and their impact on the cost of capital; instability in the banking and financial services sectors; the outcome of ongoing government investigations and other legal proceedings; the failure to receive or delays in receiving the remaining payments under the settlement agreement with PREPA; the Company’s inability to replace the prior levels of work in its business segments, including its infrastructure and well completion services segments; risks relating to economic conditions, including concerns over a potential economic slowdown or recession; impacts of the recent federal infrastructure bill on the infrastructure industry and our infrastructure services business; the loss of or interruption in operations of one or more of Mammoth’s significant suppliers or customers; the loss of management and/or crews; the outcome or settlement of our litigation matters and the effect on our financial condition and results of operations; the effects of government regulation, permitting and other legal requirements; operating risks; the adequacy of capital resources and liquidity; Mammoth’s ability to comply with the applicable financial covenants and other terms and conditions under Mammoth’s revolving credit facility; weather; natural disasters; litigation; volatility in commodity markets; competition in the oil and natural gas and infrastructure industries; and costs and availability of resources.*

*Investors are cautioned not to place undue reliance on any forward-looking statement which speaks only as of the date on which such statement is made. We undertake no obligation to correct, revise or update any forward-looking statement after the date such statement is made, whether as a result of new information, future events or otherwise, except as required by applicable law.*