

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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

Quintana Energy Services Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

82-1221944
(I.R.S. Employer
Identification Number)

**1415 Louisiana Street, Suite 2900
Houston, Texas 77002
(832) 518-4094**
(Address, including zip code of Registrant's principal executive offices)

**Quintana Energy Services Inc.
2018 Long Term Incentive Plan**

**Quintana Energy Services Inc.
Amended and Restated Long-Term Incentive Plan**
(Full title of the plans)

Rogers Herndon
Chief Executive Officer, President and Director
**1415 Louisiana Street, Suite 2900
Houston, Texas 77002
(832) 518-4094**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

**Sarah K. Morgan
Gillian A. Hobson
Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77022
(713) 758-2222**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer **Accelerated filer**
Non-accelerated filer **(Do not check if smaller reporting company)** **Smaller Reporting Company**
Emerging Growth Company **(Do not check if smaller reporting 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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Name of Plan	Title of securities to be registered	Amount to be registered (1) (2)	Proposed maximum offering price per share (3)	Proposed maximum aggregate offering price (3)	Amount of registration fee
Quintana Energy Services Inc. 2018 Long Term Incentive Plan	Common stock, par value \$0.01 per share ("Common Stock")	3,630,000 shares	\$10.00	\$36,300,000	\$4,519.35
Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan		1,627,215 shares	\$10.00	\$16,272,150	\$2,025.88

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Form S-8 Registration Statement (the "Registration Statement") also covers any additional shares of Common Stock as may become issuable pursuant to the adjustment provisions of the Quintana Energy Services Inc. 2018 Long Term Incentive Plan, as amended from time to time (the "2018 Plan"), or the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan, as amended from time to time (the "Legacy Plan").
- (2) Quintana Energy Services Inc. (the "Registrant") is filing this Registration Statement to register an aggregate of 5,257,215 shares of Common Stock that may be delivered with respect to awards under the 2018 Plan and the Legacy Plan, which shares consist of (a) 3,300,000 shares of Common Stock reserved and available for delivery with respect to awards under the 2018 Plan, (b) 330,000 shares of Common Stock that may again become available for delivery with respect to awards under the 2018 Plan pursuant to the share counting, share recycling and other terms and conditions of the 2018 Plan and (c) 1,627,215 shares of Common Stock subject to outstanding awards under the Legacy Plan.
- (3) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(h) under the Securities Act. The price for the Common Stock being registered hereby is based on a price of \$10.00 per share, which is the offering price per share of Common Stock in connection with the initial public offering of the Registrant.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The Registrant will send or give to all participants in the 2018 Plan or the Legacy Plan document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act. In accordance with Rule 428, the Registrant has not filed such document(s) with the Commission, but such document(s) (along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II hereof) shall constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act. The Registrant shall maintain a file of such documents in accordance with the provisions of Rule 428(a)(2) of the Securities Act. Upon request, the Registrant shall furnish to the Commission or its staff a copy or copies of all of the documents included in such file.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, following documents have been filed by the Registrant with the Commission and are incorporated by reference into this Registration Statement and will be deemed to be a part hereof:

- (a) The Registrant's prospectus filed with the Commission pursuant to Rule 424(b) of the Securities Act (File No. 333-219837) on February 12, 2018, relating to the Registrant's Registration Statement on Form S-1 (File No. 333-219837), originally filed with the Commission on August 9, 2017 (as amended, including all exhibits);

- (b) All other reports, if any, filed by the Registrant with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registration Statement on Form S-1 referred to in (a) above; and
- (c) The description of the Common Stock included in the Registrant's Form 8-A (File No. 001-38383), filed with the Commission on February 5, 2018, including any amendment or report filed for the purpose of updating, changing or otherwise modifying such description.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act and all reports on Form 8-K subsequent to the date hereof and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall also be deemed to be incorporated by reference herein and to be a part hereof from the dates of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A similar standard is applicable in the case of derivative actions (i.e., actions by or in the right of the corporation), except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation.

The Registrant's amended and restated certificate of incorporation and the Registrant's amended and restated bylaws contain provisions that limit the liability of its directors and officers for monetary damages to the fullest extent permitted by the DGCL. Consequently, the Registrant's directors will not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except liability:

- for any breach of the director's duty of loyalty to the Registrant or its stockholders;
- for any act or omission not in good faith or that involve intentional misconduct or knowing violation of law;
- under Section 174 of the DGCL regarding unlawful dividends and stock purchases; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors or officers of corporations, then the personal liability of our directors and officers will be further limited to the fullest extent permitted by the DGCL.

In addition, the Registrant intends to enter into indemnification agreements with its current directors and officers containing provisions that are in some respects broader than the specific indemnification provisions contained in the DGCL. Under these proposed agreements, if an officer or director of the Registrant makes a claim of indemnification to the Registrant, either a majority of the independent directors or independent legal counsel selected by the independent directors must review the relevant facts and make a determination whether the officer or director has met the standards of conduct under Delaware law that would permit (under Delaware law) and require (under the indemnification agreement) the Registrant to indemnify the officer or director. The Registrant also intends to enter into indemnification agreements with its future directors and officers.

The Registrant has obtained directors' and officers' insurance to cover its directors, officers and some of its employees for certain liabilities under arising under the Securities Act and the Exchange Act that may be incurred by them in their capacity as such.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

The 2018 Plan and the Legacy Plan also provide that the committee administering the 2018 Plan or the Legacy Plan and all members thereof are entitled to, in good faith, rely or act upon any report or other information furnished to them by any officer or employee of the Registrant or any of its affiliates, or the Registrant's legal counsel, independent auditors, consultants or any other agents assisting in the administration of the 2018 Plan or the Legacy Plan. Members of the committee and any officer or employee of the Registrant or any of its affiliates acting at the direction or on behalf of the committee shall not be personally liable for any action or determination taken or made in good faith with respect to the 2018 Plan or the Legacy Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the Registrant with respect to any such action or determination.

The Registrant entered into an underwriting agreement in connection with its initial public offering, which provides for indemnification by the underwriters of the Registrant and its officers and directors, and by the Registrant of the underwriters, for certain liabilities arising under the Securities Act or otherwise in connection with such offering.

The above discussion of the DGCL, the Registrant's amended and restated certificate of incorporation, amended and restated bylaws, indemnification agreements, the underwriting agreement, the 2018 Plan, the Legacy Plan and the Registrant's maintenance of directors' and officers' liability insurance is not intended to be exhaustive and is qualified in its entirety by reference to such statute or applicable document.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The exhibits to this Registration Statement are listed in the Exhibit Index to this Registration Statement, which immediately precedes such exhibits and is incorporated herein by reference.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

- (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
4.1	<u>Certificate of Incorporation of Quintana Energy Services Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on August 9, 2017).</u>
4.2	<u>Certificate of Amendment to Incorporation of Quintana Energy Services Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on August 9, 2017).</u>
4.3	<u>Form of Second Certificate of Amendment to Certificate of Incorporation of Quintana Energy Services Inc. (incorporated by reference to Exhibit 3.3 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on January 19, 2018).</u>
4.4	<u>Form of Amended and Restated Certificate of Incorporation of Quintana Energy Services Inc. (incorporated by reference to Exhibit 3.4 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on January 19, 2018).</u>
4.5	<u>Bylaws of Quintana Energy Services Inc. (incorporated by reference to Exhibit 3.4 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on August 9, 2017).</u>
4.6	<u>Form of Amended and Restated Bylaws of Quintana Energy Services Inc. (incorporated by reference to Exhibit 3.5 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on August 9, 2017).</u>
4.7	<u>Registration Rights Agreement (incorporated by reference to Exhibit 4.2 to the Registrant's Form S-1 Registration Statement (File No. 333-219837) filed with the Commission on January 19, 2018).</u>
4.8*	<u>Quintana Energy Services Inc. 2018 Long Term Incentive Plan.</u>
4.9*	<u>Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan (also referred to as the QES Legacy Long-Term Incentive Plan).</u>
4.10*	<u>Form of Phantom Unit Agreement under the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan.</u>
4.11*	<u>Form of Phantom Unit Agreement (Corporate Executives) under the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan.</u>
5.1*	<u>Opinion of Vinson & Elkins LLP as to the legality of the securities being registered.</u>
23.1*	<u>Consent of PricewaterhouseCoopers LLP.</u>
23.2*	<u>Consent of PricewaterhouseCoopers LLP.</u>
23.3*	<u>Consent of PricewaterhouseCoopers LLP.</u>
23.4*	<u>Consent of Vinson & Elkins LLP (included in Exhibit 5.1).</u>
24.1*	<u>Power of Attorney (included as part of the signature pages to this Registration Statement).</u>

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas on February 13, 2018.

QUINTANA ENERGY SERVICES INC.

By: /s/ Rogers Herndon

Name: Rogers Herndon

Title: Chief Executive Officer, President and Director

Each person whose signature appears below appoints Rogers Herndon and Max L. Bouthillette, and each of them, any of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or would do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on February 13, 2018.

<u>Signature</u>	<u>Title</u>
<u>/s/ Rogers Herndon</u> Rogers Herndon	Chief Executive Officer, President and Director <i>(Principal Executive Officer)</i>
<u>/s/ Keefer M. Lehner</u> Keefer M. Lehner	Executive Vice President and Chief Financial Officer <i>(Principal Financial Officer)</i>
<u>/s/ Gbolade Odeneye</u> Gbolade Odeneye	Vice President and Corporate Controller <i>(Principal Accounting Officer)</i>
<u>/s/ Corbin J. Robertson, Jr.</u> Corbin J. Robertson, Jr.	Chairman of the Board of Directors
<u>/s/ Dag Skindlo</u> Dag Skindlo	Member of the Board of Directors
<u>/s/ Gunnar Eliassen</u> Gunnar Eliassen	Member of the Board of Directors
<u>/s/ Rocky L. Duckworth</u> Rocky L. Duckworth	Member of the Board of Directors
<u>/s/ Dalton Boutté, Jr.</u> Dalton Boutté, Jr.	Member of the Board of Directors

QUINTANA ENERGY SERVICES INC.

2018 Long Term Incentive Plan

1. **Purpose.** The purpose of the Quintana Energy Services Inc. 2018 Long Term Incentive Plan (the “**Plan**”) is to provide a means through which (a) Quintana Energy Services Inc., a Delaware corporation (the “**Company**”), and its Affiliates may attract, retain and motivate qualified persons as employees, directors and consultants, thereby enhancing the profitable growth of the Company and its Affiliates and (b) persons upon whom the responsibilities of the successful administration and management of the Company and its Affiliates rest, and whose present and potential contributions to the Company and its Affiliates are of importance, can acquire and maintain stock ownership or awards the value of which is tied to the performance of the Company, thereby strengthening their concern for the Company and its Affiliates. Accordingly, the Plan provides for the grant of Options, SARs, Restricted Stock, Restricted Stock Units, Stock Awards, Dividend Equivalents, Other Stock-Based Awards, Cash Awards, Substitute Awards or any combination of the foregoing, as determined by the Committee in its sole discretion.

2. **Definitions.** For purposes of the Plan, the following terms shall be defined as set forth below:

(a) “**Affiliate**” means any corporation, partnership, limited liability company, limited liability partnership, association, trust or other organization that, directly or indirectly, controls, is controlled by, or is under common control with, the Company. For purposes of the preceding sentence, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity or organization, shall mean the possession, directly or indirectly, of the power (i) to vote more than 50% of the securities having ordinary voting power for the election of directors of the controlled entity or organization or (ii) to direct or cause the direction of the management and policies of the controlled entity or organization, whether through the ownership of voting securities, by contract, or otherwise.

(b) “**ASC Topic 718**” means the Financial Accounting Standards Board Accounting Standards Codification Topic 718, *Compensation – Stock Compensation*, as amended or any successor accounting standard.

(c) “**Award**” means any Option, SAR, Restricted Stock, Restricted Stock Unit, Stock Award, Dividend Equivalent, Other Stock-Based Award, Cash Award or Substitute Award, together with any other right or interest, granted under the Plan.

(d) “**Award Agreement**” means any written instrument (including any employment, severance or change in control agreement) that sets forth the terms, conditions, restrictions and/or limitations applicable to an Award, in addition to those set forth under the Plan.

(e) “**Board**” means the Board of Directors of the Company.

(f) “**Cash Award**” means an Award denominated in cash granted under Section 6(i).

(g) “**Change in Control**” means, except as otherwise provided in an Award Agreement, the consummation of any transaction (or series of transactions within a 12-month period) in which, immediately following the consummation of such transaction or transactions, (i) either (a) a person that is not part of the Quintana Group and is not a member of Archer Holdco LLC, Robertson QES Investment LLC or Geveran Investments Ltd. (as determined immediately prior to such transaction or transactions) beneficially owns (as determined pursuant to Rule 13d-3 of the Exchange Act) a majority of the total voting power of the Stock outstanding immediately prior to such transaction or transactions, or (b) both (1) the members of the Quintana Group, Archer Holdco LLC, Robertson QES Investment LLC and Geveran Investments Ltd., collectively, cease to collectively own a majority of the total voting power of the Stock outstanding immediately prior to such transaction or transactions and cease to have the power to elect a majority of the directors of the Board, and (2) persons that are not part of the Quintana Group and are not members of Archer Holdco LLC, Robertson QES Investment LLC or Geveran Investments Ltd. (as determined immediately prior to the consummation of such transaction or transactions), but constituting not less than two separate beneficial owners (as determined pursuant to Rule 13d-3 of the Exchange Act) collectively own a majority of the total voting power of the Stock outstanding immediately prior to such transaction or transactions; or (ii) that constitutes the sale or disposition of assets of the Company having a gross Fair Market Value of 50% or more of the total gross Fair Market Value of all of the consolidated assets of the Company and its subsidiaries (other than such a sale or disposition immediately after which such assets are owned directly or indirectly by the owners of the Company in substantially the same proportions as their ownership of Stock immediately prior to such sale or disposition).

(h) “**Change in Control Price**” means the amount determined in the following clause (i), (ii), (iii), (iv) or (v), whichever the Committee determines is applicable, as follows: (i) the price per share offered to holders of Stock in any merger or consolidation, (ii) the per share Fair Market Value of the Stock immediately before the Change in Control or other event without regard to assets sold in the Change in Control or other event and assuming the Company has received the consideration paid for the assets in the case of a sale of the assets, (iii) the amount distributed per share of Stock in a dissolution transaction, (iv) the price per share offered to holders of Stock in any tender offer or exchange offer whereby a Change in Control or other event takes place, or (v) if such Change in Control or other event occurs other than pursuant to a transaction described in clauses (i), (ii), (iii), or (iv) of this Section 2(h), the value per share of the Stock that may otherwise be obtained with respect to such Awards or to which such Awards track, as determined by the Committee as of the date determined by the Committee to be the date of cancellation and surrender of such Awards. In the event that the consideration offered to stockholders of the Company in any transaction described in this Section 2(h) or in Section 8(e) consists of anything other than cash, the Committee shall determine the fair cash equivalent of the portion of the consideration offered which is other than cash and such determination shall be binding on all affected Participants to the extent applicable to Awards held by such Participants.

(i) “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, including the guidance and regulations promulgated thereunder and successor provisions, guidance and regulations thereto.

(j) “**Committee**” means a committee of two or more directors designated by the Board to administer the Plan; provided, however, that, unless otherwise determined by the Board, the Committee shall consist solely of two or more Qualified Members.

(k) “**Dividend Equivalent**” means a right, granted to an Eligible Person under Section 6(g), to receive cash, Stock, other Awards or other property equal in value to dividends paid with respect to a specified number of shares of Stock, or other periodic payments.

(l) “**Effective Date**” means February 13, 2018.

(m) “**Eligible Person**” means any individual who, as of the date of grant of an Award, is an officer or employee of the Company or of any of its Affiliates, and any other person who provides services to the Company or any of its Affiliates, including directors of the Company; provided, however, that, any such individual must be an “employee” of the Company or any of its parents or subsidiaries within the meaning of General Instruction A.1(a) to Form S-8 if such individual is granted an Award that may be settled in Stock. An employee on leave of absence may be an Eligible Person.

(n) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, including the guidance, rules and regulations promulgated thereunder and successor provisions, guidance, rules and regulations thereto.

(o) “**Fair Market Value**” of a share of Stock means, as of any specified date, (i) if the Stock is listed on a national securities exchange, the closing sales price of the Stock, as reported on the stock exchange composite tape on that date (or if no sales occur on such date, on the last preceding date on which such sales of the Stock are so reported); (ii) if the Stock is not traded on a national securities exchange but is traded over the counter on such date, the average between the reported high and low bid and asked prices of Stock on the most recent date on which Stock was publicly traded on or preceding the specified date; or (iii) in the event Stock is not publicly traded at the time a determination of its value is required to be made under the Plan, the amount determined by the Committee in its discretion in such manner as it deems appropriate, taking into account all factors the Committee deems appropriate, including the Nonqualified Deferred Compensation Rules. Notwithstanding this definition of Fair Market Value, with respect to one or more Award types, or for any other purpose for which the Committee must determine the Fair Market Value under the Plan, the Committee may elect to choose a different measurement date or methodology for determining Fair Market Value so long as the determination is consistent with the Nonqualified Deferred Compensation Rules and all other applicable laws and regulations.

(p) “**ISO**” means an Option intended to be and designated as an “incentive stock option” within the meaning of Section 422 of the Code.

(q) “**Nonqualified Deferred Compensation Rules**” means the limitations or requirements of Section 409A of the Code, as amended from time to time, including the guidance and regulations promulgated thereunder and successor provisions, guidance and regulations thereto.

(r) “**Nonstatutory Option**” means an Option that is not an ISO.

- (s) “**Option**” means a right, granted to an Eligible Person under Section 6(b), to purchase Stock at a specified price during specified time periods, which may either be an ISO or a Nonstatutory Option.
- (t) “**Other Stock-Based Award**” means an Award granted to an Eligible Person under Section 6(h).
- (u) “**Participant**” means a person who has been granted an Award under the Plan that remains outstanding, including a person who is no longer an Eligible Person.
- (v) “**Qualified Member**” means a member of the Board who is (i) a “non-employee director” within the meaning of Rule 16b-3(b)(3) and (ii) “independent” under the listing standards or rules of the securities exchange upon which the Stock is traded, but only to the extent such independence is required in order to take the action at issue pursuant to such standards or rules.
- (w) “**Quintana Group**” means Quintana Energy Partners, L.P., Quintana Energy Fund – FI, LP, Quintana Energy Fund – TE, LP and any entity directly or indirectly affiliated with such entities, including subsidiaries of such entities directly or indirectly controlling or controlled by any of the foregoing, or such entities, and investment vehicles to which investment management services are provided, other than the Company and its respective subsidiaries.
- (x) “**Restricted Stock**” means Stock granted to an Eligible Person under Section 6(d) that is subject to certain restrictions and to a risk of forfeiture.
- (y) “**Restricted Stock Unit**” means a right, granted to an Eligible Person under Section 6(e), to receive Stock, cash or a combination thereof at the end of a specified period (which may or may not be coterminous with the vesting schedule of the Award).
- (z) “**Rule 16b-3**” means Rule 16b-3, promulgated by the SEC under Section 16 of the Exchange Act.
- (aa) “**SAR**” means a stock appreciation right granted to an Eligible Person under Section 6(c).
- (bb) “**SEC**” means the Securities and Exchange Commission.
- (cc) “**Securities Act**” means the Securities Act of 1933, as amended from time to time, including the guidance, rules and regulations promulgated thereunder and successor provisions, guidance, rules and regulations thereto.
- (dd) “**Stock**” means the Company’s Common Stock, par value \$0.01 per share, and such other securities as may be substituted (or re-substituted) for Stock pursuant to Section 8.
- (ee) “**Stock Award**” means unrestricted shares of Stock granted to an Eligible Person under Section 6(f).

(ff) “**Substitute Award**” means an Award granted under Section 6(j).

3. Administration.

(a) Authority of the Committee. The Plan shall be administered by the Committee except to the extent the Board elects to administer the Plan, in which case references herein to the “Committee” shall be deemed to include references to the “Board.” Subject to the express provisions of the Plan, Rule 16b-3 and other applicable laws, the Committee shall have the authority, in its sole and absolute discretion, to:

- (i) designate Eligible Persons as Participants;
- (ii) determine the type or types of Awards to be granted to an Eligible Person;
- (iii) determine the number of shares of Stock or amount of cash to be covered by Awards;
- (iv) determine the terms and conditions of any Award, including whether, to what extent and under what circumstances Awards may be vested, settled, exercised, cancelled or forfeited (including conditions based on continued employment or service requirements or the achievement of one or more performance goals);
- (v) modify, waive or adjust any term or condition of an Award that has been granted, which may include the acceleration of vesting, waiver of forfeiture restrictions, modification of the form of settlement of the Award (for example, from cash to Stock or vice versa), early termination of a performance period, or modification of any other condition or limitation regarding an Award;
- (vi) determine the treatment of an Award upon a termination of employment or other service relationship;
- (vii) impose a holding period with respect to an Award or the shares of Stock received in connection with an Award;
- (viii) interpret and administer the Plan and any Award Agreement;
- (ix) correct any defect, supply any omission or reconcile any inconsistency in the Plan, in any Award, or in any Award Agreement; and
- (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. Any action of the Committee shall be final, conclusive and binding on all persons, including the Company, its Affiliates, stockholders, Participants, beneficiaries, and permitted transferees under Section 7(a) or other persons claiming rights from or through a Participant.

(b) Exercise of Committee Authority. At any time that a member of the Committee is not a Qualified Member, any action of the Committee relating to an Award granted or to be granted to an Eligible Person who is then subject to Section 16 of the Exchange Act in respect of the Company where such action is not taken by the full Board, may be taken either (A) by a subcommittee, designated by the Committee, composed solely of two or more Qualified Members, or (B) by the Committee but with each such member who is not a Qualified Member abstaining or recusing himself or herself from such action; provided, however, that upon such abstention or recusal, the Committee remains composed solely of two or more Qualified Members. Such action, authorized by such a subcommittee or by the Committee upon the abstention or recusal of such non-Qualified Member(s), shall be the action of the Committee for purposes of the Plan. For the avoidance of doubt, the full Board may take any action relating to an Award granted or to be granted to an Eligible Person who is then subject to Section 16 of the Exchange Act in respect of the Company.

(c) Delegation of Authority. The Committee may delegate any or all of its powers and duties under the Plan to a subcommittee of directors or to any officer of the Company, including the power to perform administrative functions and grant Awards; provided, however, that such delegation does not (i) violate state or corporate law or (ii) result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company. Upon any such delegation, all references in the Plan to the "Committee," other than in Section 8, shall be deemed to include any subcommittee or officer of the Company to whom such powers have been delegated by the Committee. Any such delegation shall not limit the right of such subcommittee members or such an officer to receive Awards; provided, however, that such subcommittee members and any such officer may not grant Awards to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate, or take any action with respect to any Award previously granted to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate. The Committee may also appoint agents who are not executive officers of the Company or members of the Board to assist in administering the Plan, provided, however, that such individuals may not be delegated the authority to grant or modify any Awards that will, or may, be settled in Stock.

(d) Limitation of Liability. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee of the Company or any of its Affiliates, the Company's legal counsel, independent auditors, consultants or any other agents assisting in the administration of the Plan. Members of the Committee and any officer or employee of the Company or any of its Affiliates acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the Company with respect to any such action or determination.

(e) Participants in Non-U.S. Jurisdictions. Notwithstanding any provision of the Plan to the contrary, to comply with applicable laws in countries other than the United States in which the Company or any of its Affiliates operates or has employees, directors or other service providers from time to time, or to ensure that the Company complies with any applicable requirements of foreign securities exchanges, the Committee, in its sole discretion, shall have the

power and authority to: (i) determine which of the Company's Affiliates shall be covered by the Plan; (ii) determine which Eligible Persons outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to Eligible Persons outside the United States to comply with applicable foreign laws or listing requirements of any foreign exchange; (iv) establish sub-plans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable (any such sub-plans and/or modifications shall be attached to the Plan as appendices), provided, however, that no such sub-plans and/or modifications shall increase the share limitations contained in Section 4(a); and (v) take any action, before or after an Award is granted, that it deems advisable to comply with any applicable governmental regulatory exemptions or approval or listing requirements of any such foreign securities exchange. For purposes of the Plan, all references to foreign laws, rules, regulations or taxes shall be references to the laws, rules, regulations and taxes of any applicable jurisdiction other than the United States or a political subdivision thereof.

4. **Stock Subject to Plan.**

(a) Number of Shares Available for Delivery. Subject to adjustment in a manner consistent with Section 8, 3,300,000 shares of Stock are reserved and available for delivery with respect to Awards, and such total shall be available for the issuance of shares upon the exercise of ISOs.

(b) Application of Limitation to Grants of Awards. Subject to Section 4(c), no Award may be granted if the number of shares of Stock that may be delivered in connection with such Award exceeds the number of shares of Stock remaining available under the Plan minus the number of shares of Stock issuable in settlement of or relating to then-outstanding Awards. The Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or Substitute Awards) and make adjustments if the number of shares of Stock actually delivered differs from the number of shares previously counted in connection with an Award.

(c) Availability of Shares Not Delivered under Awards. If all or any portion of an Award expires or is cancelled, forfeited, exchanged, settled in cash or otherwise terminated, the shares of Stock subject to such Award (including (i) shares forfeited with respect to Restricted Stock, and (ii) the number of shares withheld or surrendered to the Company in payment of any exercise or purchase price of an Award or taxes relating to Awards) shall not be considered "delivered shares" under the Plan, shall be available for delivery with respect to Awards, and shall no longer be considered issuable or related to outstanding Awards for purposes of Section 4(b). If an Award may be settled only in cash, such Award need not be counted against any share limit under this Section 4.

(d) Shares Available Following Certain Transactions. Substitute Awards shall not reduce the shares authorized for issuance under the Plan or the limitations on grants to non-employee members of the Board under Section 5(b), nor shall shares subject to a Substitute Award be added to the shares available for issuance under the Plan as provided above. Additionally, in the event that a company acquired by the Company or any subsidiary or with which the Company or any subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination,

the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may, if and to the extent determined by the Board, be used for Awards under the Plan and shall not reduce the shares authorized for issuance under the Plan (and shares subject to such Awards shall not be added to the shares available for issuance under the Plan as provided above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not, prior to such acquisition or combination, employed by (and who were not non-employee directors or consultants of) the Company or any of its subsidiaries immediately prior to such acquisition or combination.

(e) Stock Offered. The shares of Stock to be delivered under the Plan shall be made available from (i) authorized but unissued shares of Stock, (ii) Stock held in the treasury of the Company, or (iii) previously issued shares of Stock reacquired by the Company, including shares purchased on the open market.

5. Eligibility; Per Person Award Limitations.

(a) Awards may be granted under the Plan only to Eligible Persons.

(b) In each calendar year during any part of which the Plan is in effect, a non-employee member of the Board may not be granted Awards having a value (determined, if applicable, pursuant to ASC Topic 718) on the date of grant in excess of \$750,000 multiplied by the number of full or partial calendar years in any performance period established with respect to an Award, if applicable; provided, that, for the calendar year in which a non-employee member of the Board first commences service on the Board only, the foregoing limitations shall be doubled; provided, further that, the limits set forth in this Section 5(b) shall be without regard to grants of Awards, if any, made to a non-employee member of the Board during any period in which such individual was an employee of the Company or of any of its Affiliates or was otherwise providing services to the Company or to any of its Affiliates other than in the capacity as a director of the Company.

6. Specific Terms of Awards.

(a) General. Awards may be granted on the terms and conditions set forth in this Section 6. Awards granted under the Plan may, in the discretion of the Committee, be granted either alone, in addition to, or in tandem with any other Award. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 10), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine. Without limiting the scope of the preceding sentence, the Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance goals applicable to an Award, and any such performance goals may differ among Awards granted to any one Participant or to different Participants. To the extent provided in an Award Agreement, the Committee may exercise its discretion to reduce or increase the amounts payable under any Award.

(b) Options. The Committee is authorized to grant Options, which may be designated as either ISOs or Nonstatutory Options, to Eligible Persons on the following terms and conditions:

(i) Exercise Price. Each Award Agreement evidencing an Option shall state the exercise price per share of Stock (the "**Exercise Price**") established by the Committee; provided, however, that except as provided in Section 6(j) or in Section 8, the Exercise Price of an Option shall not be less than the greater of (A) the par value per share of the Stock or (B) 100% of the Fair Market Value per share of the Stock as of the date of grant of the Option (or in the case of an ISO granted to an individual who owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or its parent or any of its subsidiaries, 110% of the Fair Market Value per share of the Stock on the date of grant). Notwithstanding the foregoing, the Exercise Price of a Nonstatutory Option may be less than 100% of the Fair Market Value per share of Stock as of the date of grant of the Option if the Option (1) does not provide for a deferral of compensation by reason of satisfying the short-term deferral exception set forth in the Nonqualified Deferred Compensation Rules or (2) provides for a deferral of compensation and is compliant with the Nonqualified Deferred Compensation Rules.

(ii) Time and Method of Exercise; Other Terms. The Committee shall determine the methods by which the Exercise Price may be paid or deemed to be paid, the form of such payment, including cash or cash equivalents, Stock (including previously owned shares or through a cashless exercise, i.e., "net settlement", a broker-assisted exercise, or other reduction of the amount of shares otherwise issuable pursuant to the Option), other Awards or awards granted under other plans of the Company or any Affiliate, other property, or any other legal consideration the Committee deems appropriate (including notes or other contractual obligations of Participants to make payment on a deferred basis), the methods by or forms in which Stock will be delivered or deemed to be delivered to Participants, including the delivery of Restricted Stock subject to Section 6(d), and any other terms and conditions of any Option. In the case of an exercise whereby the Exercise Price is paid with Stock, such Stock shall be valued based on the Stock's Fair Market Value as of the date of exercise. No Option may be exercisable for a period of more than ten years following the date of grant of the Option (or in the case of an ISO granted to an individual who owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or its parent or any of its subsidiaries, for a period of more than five years following the date of grant of the ISO).

(iii) ISOs. The terms of any ISO granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. ISOs may only be granted to Eligible Persons who are employees of the Company or employees of a parent or any subsidiary corporation of the Company. Except as otherwise provided in Section 8, no term of the Plan relating to ISOs (including any SAR in tandem therewith) shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be exercised, so as to disqualify either the Plan or any ISO under Section 422 of the Code, unless the Participant has first requested the change that will result in such disqualification. ISOs shall not be granted more than ten years after the earlier of the adoption of the Plan or the approval of the Plan by the Company's stockholders. Notwithstanding the foregoing, to the extent that the aggregate Fair Market Value of shares of Stock subject to an ISO and the aggregate Fair Market Value of shares

of stock of any parent or subsidiary corporation (within the meaning of Sections 424(e) and (f) of the Code) subject to any other incentive stock options of the Company or a parent or subsidiary corporation (within the meaning of Sections 424(e) and (f) of the Code) that are exercisable for the first time by a Participant during any calendar year exceeds \$100,000, or such other amount as may be prescribed under Section 422 of the Code, such excess shall be treated as Nonstatutory Options in accordance with the Code. As used in the previous sentence, Fair Market Value shall be determined as of the date the ISO is granted. If a Participant shall make any disposition of shares of Stock issued pursuant to an ISO under the circumstances described in Section 421(b) of the Code (relating to disqualifying dispositions), the Participant shall notify the Company of such disposition within the time provided to do so in the applicable award agreement.

(c) SARs. The Committee is authorized to grant SARs to Eligible Persons on the following terms and conditions:

(i) Right to Payment. An SAR is a right to receive, upon exercise thereof, the excess of (A) the Fair Market Value of one share of Stock on the date of exercise over (B) the grant price of the SAR as determined by the Committee.

(ii) Grant Price. Each Award Agreement evidencing an SAR shall state the grant price per share of Stock established by the Committee; provided, however, that except as provided in Section 6(j) or in Section 8, the grant price per share of Stock subject to an SAR shall not be less than the greater of (A) the par value per share of the Stock or (B) 100% of the Fair Market Value per share of the Stock as of the date of grant of the SAR. Notwithstanding the foregoing, the grant price of an SAR may be less than 100% of the Fair Market Value per share of Stock subject to an SAR as of the date of grant of the SAR if the SAR (1) does not provide for a deferral of compensation by reason of satisfying the short-term deferral exception set forth in the Nonqualified Deferred Compensation Rules or (2) provides for a deferral of compensation and is compliant with the Nonqualified Deferred Compensation Rules.

(iii) Method of Exercise and Settlement; Other Terms. The Committee shall determine the form of consideration payable upon settlement, the method by or forms in which Stock (if any) will be delivered or deemed to be delivered to Participants, and any other terms and conditions of any SAR. SARs may be either free-standing or granted in tandem with other Awards. No SAR may be exercisable for a period of more than ten years following the date of grant of the SAR.

(iv) Rights Related to Options. An SAR granted in connection with an Option shall entitle a Participant, upon exercise, to surrender that Option or any portion thereof, to the extent unexercised, and to receive payment of an amount determined by multiplying (A) the difference obtained by subtracting the Exercise Price with respect to a share of Stock specified in the related Option from the Fair Market Value of a share of Stock on the date of exercise of the SAR, by (B) the number of shares as to which that SAR has been exercised. The Option shall then cease to be exercisable to the extent surrendered. SARs granted in connection with an Option shall be subject to the terms and conditions of the Award Agreement governing the Option, which shall provide that the SAR is exercisable only at such time or times and only to the extent that the related Option is exercisable and shall not be transferable except to the extent that the related Option is transferrable.

(d) Restricted Stock. The Committee is authorized to grant Restricted Stock to Eligible Persons on the following terms and conditions:

(i) Restrictions. Restricted Stock shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose. Except as provided in Section 7(a)(iii) and Section 7(a)(iv), during the restricted period applicable to the Restricted Stock, the Restricted Stock may not be sold, transferred, pledged, hedged, hypothecated, margined or otherwise encumbered by the Participant.

(ii) Dividends and Splits. As a condition to the grant of an Award of Restricted Stock, the Committee may allow a Participant to elect, or may require, that any cash dividends paid on a share of Restricted Stock be automatically reinvested in additional shares of Restricted Stock, applied to the purchase of additional Awards or deferred without interest to the date of vesting of the associated Award of Restricted Stock. Unless otherwise determined by the Committee and specified in the applicable Award Agreement, Stock distributed in connection with a Stock split or Stock dividend, and other property (other than cash) distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Stock or other property has been distributed.

(e) Restricted Stock Units. The Committee is authorized to grant Restricted Stock Units to Eligible Persons on the following terms and conditions:

(i) Award and Restrictions. Restricted Stock Units shall be subject to such restrictions (which may include a risk of forfeiture) as the Committee may impose.

(ii) Settlement. Settlement of vested Restricted Stock Units shall occur upon vesting or upon expiration of the deferral period specified for such Restricted Stock Units by the Committee (or, if permitted by the Committee, as elected by the Participant). Restricted Stock Units shall be settled by delivery of (A) a number of shares of Stock equal to the number of Restricted Stock Units for which settlement is due, or (B) cash in an amount equal to the Fair Market Value of the specified number of shares of Stock equal to the number of Restricted Stock Units for which settlement is due, or a combination thereof, as determined by the Committee at the date of grant or thereafter.

(f) Stock Awards. The Committee is authorized to grant Stock Awards to Eligible Persons as a bonus, as additional compensation, or in lieu of cash compensation any such Eligible Person is otherwise entitled to receive, in such amounts and subject to such other terms as the Committee in its discretion determines to be appropriate.

(g) Dividend Equivalents. The Committee is authorized to grant Dividend Equivalents to Eligible Persons, entitling any such Eligible Person to receive cash, Stock, other Awards, or other property equal in value to dividends or other distributions paid with respect to a specified number of shares of Stock. Dividend Equivalents may be awarded on a free-standing basis or in connection with another Award (other than an Award of Restricted Stock or a Stock Award). The Committee may provide that Dividend Equivalents shall be paid or distributed when accrued or at a later specified date and, if distributed at a later date, may be deemed to have been reinvested in additional Stock, Awards, or other investment vehicles or accrued in a

bookkeeping account without interest, and subject to such restrictions on transferability and risks of forfeiture, as the Committee may specify. With respect to Dividend Equivalents granted in connection with another Award, absent a contrary provision in the Award Agreement, such Dividend Equivalents shall be subject to the same restrictions and risk of forfeiture as the Award with respect to which the dividends accrue and shall not be paid unless and until such Award has vested and been earned.

(h) Other Stock-Based Awards. The Committee is authorized, subject to limitations under applicable law, to grant to Eligible Persons such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock, as deemed by the Committee to be consistent with the purposes of the Plan, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Stock, purchase rights for Stock, Awards with value and payment contingent upon performance of the Company or any other factors designated by the Committee, and Awards valued by reference to the book value of Stock or the value of securities of, or the performance of, specified Affiliates of the Company. The Committee shall determine the terms and conditions of such Other Stock-Based Awards. Stock delivered pursuant to an Other-Stock Based Award in the nature of a purchase right granted under this Section 6(h) shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including cash, Stock, other Awards, or other property, as the Committee shall determine.

(i) Cash Awards. The Committee is authorized to grant Cash Awards, on a free-standing basis or as an element of, a supplement to, or in lieu of any other Award under the Plan to Eligible Persons in such amounts and subject to such other terms as the Committee in its discretion determines to be appropriate.

(j) Substitute Awards; No Repricing. Awards may be granted in substitution or exchange for any other Award granted under the Plan or under another plan of the Company or an Affiliate or any other right of an Eligible Person to receive payment from the Company or an Affiliate. Awards may also be granted under the Plan in substitution for awards held by individuals who become Eligible Persons as a result of a merger, consolidation or acquisition of another entity or the assets of another entity by or with the Company or an Affiliate. Such Substitute Awards referred to in the immediately preceding sentence that are Options or SARs may have an exercise price that is less than the Fair Market Value of a share of Stock on the date of the substitution if such substitution complies with the Nonqualified Deferred Compensation Rules and other applicable laws and exchange rules. Except as provided in this Section 6(j) or in Section 8, without the approval of the stockholders of the Company, the terms of outstanding Awards may not be amended to (i) reduce the Exercise Price or grant price of an outstanding Option or SAR, (ii) grant a new Option, SAR or other Award in substitution for, or upon the cancellation of, any previously granted Option or SAR that has the effect of reducing the Exercise Price or grant price thereof, (iii) exchange any Option or SAR for Stock, cash or other consideration when the Exercise Price or grant price per share of Stock under such Option or SAR exceeds the Fair Market Value of a share of Stock or (iv) take any other action that would be considered a “repricing” of an Option or SAR under the applicable listing standards of the national securities exchange on which the Stock is listed (if any).

7. Certain Provisions Applicable to Awards.

(a) Limit on Transfer of Awards.

(i) Except as provided in Sections 7(a)(iii) and (iv), each Option and SAR shall be exercisable only by the Participant during the Participant's lifetime, or by the person to whom the Participant's rights shall pass by will or the laws of descent and distribution. Notwithstanding anything to the contrary in this Section 7(a), an ISO shall not be transferable other than by will or the laws of descent and distribution.

(ii) Except as provided in Sections 7(a)(i), (iii) and (iv), no Award, other than a Stock Award, and no right under any such Award, may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate.

(iii) To the extent specifically provided by the Committee, an Award may be transferred by a Participant without consideration to immediate family members or related family trusts, limited partnerships or similar entities or on such terms and conditions as the Committee may from time to time establish.

(iv) An Award may be transferred pursuant to a domestic relations order entered or approved by a court of competent jurisdiction upon delivery to the Company of a written request for such transfer and a certified copy of such order.

(b) Form and Timing of Payment under Awards; Deferrals. Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or any of its Affiliates upon the exercise or settlement of an Award may be made in such forms as the Committee shall determine in its discretion, including cash, Stock, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis (which may be required by the Committee or permitted at the election of the Participant on terms and conditions established by the Committee); provided, however, that any such deferred or installment payments will be set forth in the Award Agreement. Payments may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents or other amounts in respect of installment or deferred payments denominated in Stock.

(c) Evidencing Stock. The Stock or other securities of the Company delivered pursuant to an Award may be evidenced in any manner deemed appropriate by the Committee in its sole discretion, including in the form of a certificate issued in the name of the Participant or by book entry, electronic or otherwise, and shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Stock or other securities are then listed, and any applicable federal, state or other laws, and the Committee may cause a legend or legends to be inscribed on any such certificates to make appropriate reference to such restrictions. Further, if certificates representing Restricted Stock are registered in the name of the Participant, the Company may retain physical possession of the certificates and may require that the Participant deliver a stock power to the Company, endorsed in blank, related to the Restricted Stock.

(d) Consideration for Grants. Awards may be granted for such consideration, including services, as the Committee shall determine, but shall not be granted for less than the minimum lawful consideration.

(e) Additional Agreements. Each Eligible Person to whom an Award is granted under the Plan may be required to agree in writing, as a condition to the grant of such Award or otherwise, to subject an Award that is exercised or settled following such Eligible Person's termination of employment or service to a general release of claims and/or a noncompetition or other restricted covenant agreement in favor of the Company and its Affiliates, with the terms and conditions of such agreement(s) to be determined in good faith by the Committee.

8. Subdivision or Consolidation; Recapitalization; Change in Control; Reorganization.

(a) Existence of Plans and Awards. The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Company, the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

(b) Additional Issuances. Except as expressly provided herein, the issuance by the Company of shares of stock of any class, including upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock subject to Awards theretofore granted or the purchase price per share of Stock, if applicable.

(c) Subdivision or Consolidation of Shares. The terms of an Award and the share limitations under the Plan shall be subject to adjustment by the Committee from time to time, in accordance with the following provisions:

(i) If at any time, or from time to time, the Company shall subdivide as a whole (by reclassification, by a Stock split, by the issuance of a distribution on Stock payable in Stock, or otherwise) the number of shares of Stock then outstanding into a greater number of shares of Stock or in the event the Company distributes an extraordinary cash dividend, then, as appropriate (A) the maximum number of shares of Stock available for delivery with respect to Awards and applicable limitations with respect to Awards provided in Section 4 and Section 5 (other than cash limits) shall be increased proportionately, and the kind of shares or other securities available for the Plan shall be appropriately adjusted, (B) the number of shares of Stock (or other kind of shares or securities) that may be acquired under any then outstanding Award shall be increased proportionately, and (C) the price (including the Exercise Price or grant price) for each share of Stock (or other kind of shares or securities) subject to then outstanding Awards shall be reduced proportionately, without changing the aggregate purchase price or value

as to which outstanding Awards remain exercisable or subject to restrictions; provided, however, that in the case of an extraordinary cash dividend that is not an Adjustment Event, the adjustment to the number of shares of Stock and the Exercise Price or grant price, as applicable, with respect to an outstanding Option or SAR may be made in such other manner as the Committee may determine that is permitted pursuant to applicable tax and other laws, rules and regulations.

(ii) If at any time, or from time to time, the Company shall consolidate as a whole (by reclassification, by reverse Stock split, or otherwise) the number of shares of Stock then outstanding into a lesser number of shares of Stock, then, as appropriate (A) the maximum number of shares of Stock available for delivery with respect to Awards and applicable limitations with respect to Awards provided in [Section 4](#) and [Section 5](#) (other than cash limits) shall be decreased proportionately, and the kind of shares or other securities available for the Plan shall be appropriately adjusted, (B) the number of shares of Stock (or other kind of shares or securities) that may be acquired under any then outstanding Award shall be decreased proportionately, and (C) the price (including the Exercise Price or grant price) for each share of Stock (or other kind of shares or securities) subject to then outstanding Awards shall be increased proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions.

(d) **Recapitalization.** In the event of any change in the capital structure or business of the Company or other corporate transaction or event that would be considered an “equity restructuring” within the meaning of ASC Topic 718 and, in each case, that would result in an additional compensation expense to the Company pursuant to the provisions of ASC Topic 718, if adjustments to Awards with respect to such event were discretionary or otherwise not required (each such an event, an “**Adjustment Event**”), then the Committee shall equitably adjust (i) the aggregate number or kind of shares that thereafter may be delivered under the Plan, (ii) the number or kind of shares or other property (including cash) subject to an Award, (iii) the terms and conditions of Awards, including the purchase price or Exercise Price of Awards and performance goals, as applicable, and (iv) the applicable limitations with respect to Awards provided in [Section 4](#) and [Section 5](#) (other than cash limits) to equitably reflect such Adjustment Event (“**Equitable Adjustments**”). In the event of any change in the capital structure or business of the Company or other corporate transaction or event that would not be considered an Adjustment Event, and is not otherwise addressed in this [Section 8](#), the Committee shall have complete discretion to make Equitable Adjustments (if any) in such manner as it deems appropriate with respect to such other event.

(e) **Change in Control and Other Events.** Except to the extent otherwise provided in any applicable Award Agreement, vesting of any Award shall not occur solely upon the occurrence of a Change in Control and, in the event of a Change in Control or other changes in the Company or the outstanding Stock by reason of a recapitalization, reorganization, merger, consolidation, combination, exchange or other relevant change occurring after the date of the grant of any Award, the Committee, acting in its sole discretion without the consent or approval of any holder, may exercise any power enumerated in [Section 3](#) (including the power to accelerate vesting, waive any forfeiture conditions or otherwise modify or adjust any other

condition or limitation regarding an Award) and may also effect one or more of the following alternatives, which may vary among individual holders and which may vary among Awards held by any individual holder:

- (i) accelerate the time of exercisability of an Award so that such Award may be exercised in full or in part for a limited period of time on or before a date specified by the Committee, after which specified date all unexercised Awards and all rights of holders thereunder shall terminate;
- (ii) redeem in whole or in part outstanding Awards by requiring the mandatory surrender to the Company by selected holders of some or all of the outstanding Awards held by such holders (irrespective of whether such Awards are then vested or exercisable) as of a date, specified by the Committee, in which event the Committee shall thereupon cancel such Awards and pay to each holder an amount of cash or other consideration per Award (other than a Dividend Equivalent or Cash Award, which the Committee may separately require to be surrendered in exchange for cash or other consideration determined by the Committee in its discretion) equal to the Change in Control Price, less the Exercise Price with respect to an Option and less the grant price with respect to a SAR, as applicable to such Awards; provided, however, that to the extent the Exercise Price of an Option or the grant price of an SAR exceeds the Change in Control Price, such Award may be cancelled for no consideration;
- (iii) cancel Awards that remain subject to a restricted period as of the date of a Change in Control or other such event without payment of any consideration to the Participant for such Awards; or
- (iv) make such adjustments to Awards then outstanding as the Committee deems appropriate to reflect such Change in Control or other such event (including the substitution, assumption, or continuation of Awards by the successor company or a parent or subsidiary thereof);

provided, however, that so long as the event is not an Adjustment Event, the Committee may determine in its sole discretion that no adjustment is necessary to Awards then outstanding. If an Adjustment Event occurs, this Section 8(e) shall only apply to the extent it is not in conflict with Section 8(d).

9. General Provisions.

(a) Tax Withholding. The Company and any of its Affiliates are authorized to withhold from any Award granted, or any payment relating to an Award, including from a distribution of Stock, taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company, its Affiliates and Participants to satisfy the payment of withholding taxes and other tax obligations relating to any Award in such amounts as may be determined by the Committee. The Committee shall determine, in its sole discretion, the form of payment acceptable for such tax withholding obligations, including the delivery of cash or cash equivalents, Stock (including previously owned shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of shares otherwise issuable or delivered pursuant to the Award), other property, or any other legal consideration the Committee deems appropriate. Any determination made by the Committee to allow a Participant who is subject to Rule 16b-3 to pay taxes with shares of Stock through net settlement or previously owned shares

shall be approved by either a committee made up of solely two or more Qualified Members or the full Board. If such tax withholding amounts are satisfied through net settlement or previously owned shares, the maximum number of shares of Stock that may be so withheld or surrendered shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or surrender equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment for the Company with respect to such Award, as determined by the Committee.

(b) Limitation on Rights Conferred under Plan. Neither the Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or any of its Affiliates, (ii) interfering in any way with the right of the Company or any of its Affiliates to terminate any Eligible Person's or Participant's employment or service relationship at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants and/or employees and/or other service providers, or (iv) conferring on a Participant any of the rights of a stockholder of the Company unless and until the Participant is duly issued or transferred shares of Stock in accordance with the terms of an Award.

(c) Governing Law; Submission to Jurisdiction. All questions arising with respect to the provisions of the Plan and Awards shall be determined by application of the laws of the State of Delaware, without giving effect to any conflict of law provisions thereof, except to the extent Delaware law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable federal and state laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock. With respect to any claim or dispute related to or arising under the Plan, the Company and each Participant who accepts an Award hereby consent to the exclusive jurisdiction, forum and venue of the state and federal courts located in Houston, Texas.

(d) Severability and Reformation. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award and the remainder of the Plan and any such Award shall remain in full force and effect. If any of the terms or provisions of the Plan or any Award Agreement conflict with the requirements of Rule 16b-3 (as those terms or provisions are applied to Eligible Persons who are subject to Section 16 of the Exchange Act) or Section 422 of the Code (with respect to ISOs), then those conflicting terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of Rule 16b-3 (unless the Board or the Committee, as appropriate, has expressly determined that the Plan or such Award should not comply with Rule 16b-3) or Section 422 of the Code, in each case, only to the extent Rule 16b-3 and such sections of the Code are applicable. With respect to ISOs, if the Plan does not contain any provision required to be included herein under Section 422 of the Code, that provision shall be deemed to be incorporated herein with the same force and effect as if that

provision had been set out at length herein; provided, further, that, to the extent any Option that is intended to qualify as an ISO cannot so qualify, that Option (to that extent) shall be deemed a Nonstatutory Option for all purposes of the Plan.

(e) Unfunded Status of Awards; No Trust or Fund Created. The Plan is intended to constitute an “unfunded” plan for certain incentive awards. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or such Affiliate.

(f) Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board nor its submission to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements as it may deem desirable. Nothing contained in the Plan shall be construed to prevent the Company or any of its Affiliates from taking any corporate action which is deemed by the Company or such Affiliate to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Award made under the Plan. No employee, beneficiary or other person shall have any claim against the Company or any of its Affiliates as a result of any such action.

(g) Fractional Shares. No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine in its sole discretion whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional shares of Stock or whether such fractional shares of Stock or any rights thereto shall be cancelled, terminated, or otherwise eliminated with or without consideration.

(h) Interpretation. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof. Words in the masculine gender shall include the feminine gender, and, where appropriate, the plural shall include the singular and the singular shall include the plural. In the event of any conflict between the terms and conditions of an Award Agreement and the Plan, the provisions of the Plan shall control. The use herein of the word “including” following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. References herein to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by the Plan.

(i) Facility of Payment. Any amounts payable hereunder to any individual under legal disability or who, in the judgment of the Committee, is unable to manage properly

his financial affairs, may be paid to the legal representative of such individual, or may be applied for the benefit of such individual in any manner that the Committee may select, and the Company shall be relieved of any further liability for payment of such amounts.

(j) Conditions to Delivery of Stock. Nothing herein or in any Award Agreement shall require the Company to issue any shares with respect to any Award if that issuance would, in the opinion of counsel for the Company, constitute a violation of the Securities Act, any other applicable statute or regulation, or the rules of any applicable securities exchange or securities association, as then in effect. In addition, each Participant who receives an Award under the Plan shall not sell or otherwise dispose of Stock that is acquired upon grant, exercise or vesting of an Award in any manner that would constitute a violation of any applicable federal or state securities laws, the Plan or the rules, regulations or other requirements of the SEC or any stock exchange upon which the Stock is then listed. At the time of any exercise of an Option or SAR, or at the time of any grant of any other Award, the Company may, as a condition precedent to the exercise of such Option or SAR or settlement of any other Award, require from the Participant (or in the event of his or her death, his or her legal representatives, heirs, legatees, or distributees) such written representations, if any, concerning the holder's intentions with regard to the retention or disposition of the shares of Stock being acquired pursuant to the Award and such written covenants and agreements, if any, as to the manner of disposal of such shares as, in the opinion of counsel to the Company, may be necessary to ensure that any disposition by that holder (or in the event of the holder's death, his or her legal representatives, heirs, legatees, or distributees) will not involve a violation of the Securities Act, any other applicable state or federal statute or regulation, or any rule of any applicable securities exchange or securities association, as then in effect. Stock or other securities shall not be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement (including any Exercise Price, grant price, or tax withholding) is received by the Company.

(k) Section 409A of the Code. It is the general intention, but not the obligation, of the Committee to design Awards to comply with or to be exempt from the Nonqualified Deferred Compensation Rules, and Awards will be operated and construed accordingly. Neither this Section 9(k) nor any other provision of the Plan is or contains a representation to any Participant regarding the tax consequences of the grant, vesting, exercise, settlement, or sale of any Award (or the Stock underlying such Award) granted hereunder, and should not be interpreted as such. In no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with the Nonqualified Deferred Compensation Rules. Notwithstanding any provision in the Plan or an Award Agreement to the contrary, in the event that a "specified employee" (as defined under the Nonqualified Deferred Compensation Rules) becomes entitled to a payment under an Award that would be subject to additional taxes and interest under the Nonqualified Deferred Compensation Rules if the Participant's receipt of such payment or benefits is not delayed until the earlier of (i) the date of the Participant's death, or (ii) the date that is six months after the Participant's "separation from service," as defined under the Nonqualified Deferred Compensation Rules (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to the Participant until the Section 409A Payment Date. Any amounts subject to the preceding sentence that would otherwise be payable prior to the Section 409A Payment Date will be aggregated and paid in a lump sum without interest on

the Section 409A Payment Date. The applicable provisions of the Nonqualified Deferred Compensation Rules are hereby incorporated by reference and shall control over any Plan or Award Agreement provision in conflict therewith.

(l) Clawback. The Plan and all Awards granted hereunder are subject to any written clawback policies that the Company, with the approval of the Board or an authorized committee thereof, may adopt either prior to or following the Effective Date, including any policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the SEC and that the Company determines should apply to Awards. Any such policy may subject a Participant's Awards and amounts paid or realized with respect to Awards to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy.

(m) Status under ERISA. The Plan shall not constitute an "employee benefit plan" for purposes of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

(n) Plan Effective Date and Term. The Plan was adopted by the Board to be effective on the Effective Date. No Awards may be granted under the Plan on and after the tenth anniversary of the Effective Date. However, any Award granted prior to such termination (or any earlier termination pursuant to Section 10), and the authority of the Board or Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award in accordance with the terms of the Plan, shall extend beyond such termination until the final disposition of such Award.

10. **Amendments to the Plan and Awards**. The Committee may amend, alter, suspend, discontinue or terminate any Award or Award Agreement, the Plan or the Committee's authority to grant Awards without the consent of stockholders or Participants, except that any amendment or alteration to the Plan, including any increase in any share limitation, shall be subject to the approval of the Company's stockholders not later than the annual meeting next following such Committee action if such stockholder approval is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which the Stock may then be listed or quoted, and the Committee may otherwise, in its discretion, determine to submit other changes to the Plan to stockholders for approval; provided, that, without the consent of an affected Participant, no such Committee action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award. For purposes of clarity, any adjustments made to Awards pursuant to Section 8 will be deemed not to materially and adversely affect the rights of any Participant under any previously granted and outstanding Award and therefore may be made without the consent of affected Participants.

**QES LEGACY
LONG-TERM INCENTIVE PLAN
(THE PRIOR PLAN)**

Section 1. Purpose of the Plan. The Quintana Energy Services LP Long-Term Incentive Plan (as amended from time to time, the “Prior Plan”) was originally adopted by Quintana Energy Services GP LLC, a Delaware limited liability company, the general partner of Quintana Energy Partners, L.P., a Delaware limited partnership. The Prior Plan has been assumed and adopted by Quintana Energy Services Inc. (the “Company”) and amended, restated and renamed the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan (as amended from time to time, the “Plan”) as set forth herein. The Plan supersedes and replaces in its entirety the Prior Plan. The Plan is intended to promote the interests of the Company and its Affiliates by providing to Employees, Consultants and Directors incentive compensation awards denominated in or based on Stock to encourage superior performance. The Plan is also intended to enhance the ability of the Company and its Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Company and to encourage such individuals to devote their best efforts to advancing the business of the Company and its Affiliates.

Section 2. Definitions. As used in the Plan, the following terms shall have the meanings set forth below:

- (a) “Affiliate” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
- (b) “ASC Topic 718” means Accounting Standards Codification Topic 718, *Compensation – Stock Compensation*, or any successor accounting standard.
- (c) “Award” means an Option, Restricted Stock, Phantom Unit, DER, Stock Appreciation Right, Other Stock-Based Award or Cash Award granted under the Plan.
- (d) “Award Agreement” means the written or electronic agreement by which an Award shall be evidenced.
- (e) “Board” means the board of directors of the Company.
- (f) “Cash Award” means an Award denominated in cash granted pursuant to Section 6(d).
- (g) “Code” means the Internal Revenue Code of 1986, as amended.
- (h) “Committee” means the Board or such committee of, and appointed by, the Board to administer the Plan; *provided, however*, that in the absence of the Board’s appointment of another committee to administer the Plan, the Compensation Committee of the Board shall serve as the Committee.

(i) “Company IPO” means the first underwritten initial public offering of Stock (or other securities of the Company) that is registered under the Securities Act of 1933, as amended.

(j) “Consultant” means an individual, other than a Director or Employee, who renders bona fide consulting or advisory services to the Company or any of its Affiliates.

(k) “DER” means a dividend equivalent right representing a contingent right to receive an amount in cash, Stock, Restricted Stock and/or Phantom Units, as determined by the Committee in its sole discretion, equal in value to the dividends made by the Company with respect to a share of Stock during the period such Award is outstanding.

(l) “Director” means a member of the Board who is not an Employee.

(m) “Effective Date” means May 30, 2017.

(n) “Employee” means an employee of the Company or any of its respective Affiliates.

(o) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(p) “Fair Market Value” means, as of any given date, (i) if the Stock are traded on a national securities exchange on such date, the closing sales price of a share of Stock on such date during normal trading hours (or, if there are no reported sales on such date, on the last date prior to such date on which there were reported sales) on the New York Stock Exchange or, if the Stock is not then-listed on such exchange, on any other national securities exchange on which the Stock is listed or on an inter-dealer quotation system, in any case, as reported in such source as the Committee shall select or (ii) if there is no regular public trading market for the Stock at the time a determination of fair market value is required to be made hereunder, the amount determined in good faith by the Committee to be the fair market value of a share of Stock as of such date.

(q) “Option” means an option to purchase Stock granted pursuant to Section 6(a).

(r) “Other Stock-Based Award” means an Award granted pursuant to Section 6(d).

(s) “Participant” means an Employee, Consultant or Director granted an Award under the Plan.

(t) “Person” means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, governmental agency or political subdivision thereof or other entity.

(u) “Phantom Unit” means a notional interest granted pursuant to Section 6(b) that, to the extent vested, entitles the Participant to receive a share of Stock (or such greater or lesser number of shares of Stock as may be provided pursuant to the applicable Award Agreement), an amount of cash equal to the Fair Market Value of a share of Stock (or such greater or lesser number of shares of Stock as may be provided pursuant to the applicable Award Agreement) or a combination thereof, as determined by the Committee in its discretion and as provided in the applicable Award Agreement.

(v) “Qualified Member” means a member of the Committee who is a “nonemployee director” within the meaning of Rule 16b-3.

(w) “Restricted Period” means the period established by the Committee with respect to an Award or share of Stock during which the Award or share of Stock remains subject to restrictions established by the Committee, including, without limitation, a period during which an Award or share of Stock is subject to forfeiture or restrictions on transfer, or is not yet exercisable by or payable to the Participant, as the case may be. As the context requires, the word “vest” and its derivatives refers to the lapse of some or all, as the case may be, of the restrictions imposed on an Award or share of Stock during such Restricted Period.

(x) “Restricted Stock” means a share of Stock granted pursuant to Section 6(b) that is subject to a Restricted Period.

(y) “Rule 16b-3” means Rule 16b-3 promulgated by the SEC under the Exchange Act or any successor rule or regulation thereto as in effect from time to time.

(z) “SEC” means the Securities and Exchange Commission, or any successor thereto.

(aa) “Section 409A” means Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or guidance that may be amended or issued after the effective date of the Plan.

(bb) “Stock” means the Company’s Common Stock, par value \$0.01 per share, and such other securities as may be substituted (or re-substituted) for Stock pursuant to Section 4(c).

(cc) “Stock Appreciation Right” or “SAR” means an Award that, upon exercise, entitles the holder to receive the excess of the Fair Market Value of a share of Stock on the exercise date of the SAR over the exercise price established for such SAR. Such excess may be paid in cash and/or in shares of Stock as determined by the Committee in its discretion and as provided in the applicable Award Agreement.

Section 3. Administration.

(a) Authority of the Committee. The Plan shall be administered by the Committee, subject to Section 3(b); *provided, however*, that in the event that the Board is not also serving as the Committee, the Board, in its sole discretion, may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan. The governance of the Committee shall be subject to the charter, if any, of the Committee as approved by the Board. Subject to the following and applicable law, the Committee, in its sole discretion, may delegate any or all of its powers and duties under the Plan, including the power to grant Awards under the Plan, to the Chief Executive Officer of the Company, subject to such limitations on such delegated powers and duties as the Committee may impose, if any. Upon any such delegation all references in the Plan to the “Committee”, other than in Section 7, shall be deemed to include the Chief Executive Officer; *provided, however*, that such delegation shall not limit the Chief Executive Officer’s

right to receive Awards under the Plan. Notwithstanding the foregoing, the Chief Executive Officer may not grant Awards to, or take any action with respect to any Award previously granted to, a person who is then an officer subject to Rule 16b-3 or a member of the Board. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of shares of Stock to be covered by Awards; (iv) determine the terms and conditions of any Award, consistent with the terms of the Plan, which terms may include any provision regarding the acceleration of vesting or waiver of forfeiture restrictions or any other condition or limitation regarding an Award, based on such factors as the Committee shall determine, in its sole discretion; (v) determine whether, to what extent, and under what circumstances Awards may be vested, settled, exercised, canceled, or forfeited; (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan; (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan, in any Award or in any Award Agreement in such manner and to such extent as the Committee deems necessary or appropriate. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company and any of its Affiliates, any Participant, and any beneficiary of any Award.

(b) Authority of a Subcommittee of the Committee. If the Board is not functioning as the Committee, then at any time that a member of the Committee is not a Qualified Member, any action of the Committee relating to an Award granted or to be granted to a Participant who is then subject to Section 16 of the Exchange Act in respect of the Company may be taken either (i) by a subcommittee, designated by the Committee, composed solely of two or more Qualified Members, (ii) by the Committee but with each such member who is not a Qualified Member abstaining or recusing himself or herself from such action; *provided, however*, that upon such abstention or recusal the Committee remains composed solely of two or more Qualified Members, or (iii) by the full Board. Such action, authorized by such a subcommittee, by the Committee upon the abstention or recusal of such non-Qualified Member(s) or by the full Board, shall be the action of the Committee for all purposes of the Plan.

(c) Limitation of Liability. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee of the Company or its Affiliates, the Company's legal counsel, independent auditors, consultants or any other agents assisting in the administration of the Plan. Members of the Committee and any officer or employee of the Company or any of its Affiliates acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the Company with respect to any such action or determination.

Section 4. Stock.

(a) Limits on Stock Deliverable. Subject to adjustment as provided in Section 4(c) and Section 7, 1,627,215 shares of Stock are reserved and available for delivery with respect to Awards. If any Award is forfeited, cancelled, exercised, settled in cash or otherwise terminates or expires without the actual delivery of Stock pursuant to such Award (the grant of Restricted Stock is not a delivery of Stock for this purpose unless and until the Restricted Period for such Restricted Stock lapses), or if any shares of Stock under an Award are held back to cover the exercise price or tax withholding (including the withholding of Stock with respect to an Award of Restricted Stock), then, in either such case, the Stock underlying such Awards that is so forfeited, cancelled, exercised, settled in cash or that otherwise terminate or expire without the actual delivery of Stock and Stock so held back shall be available to satisfy future Awards under the Plan. There shall not be any limitation on the number of Awards that may be paid in cash.

(b) Sources of Stock Deliverable under Awards. Any Stock delivered pursuant to an Award shall consist, in whole or in part, of (i) authorized but unissued shares of Stock, (ii) Stock held in the treasury of the Company, or (iii) previously issued shares of Stock reacquired by the Company, including shares purchased on the open market.

(c) Adjustments.

(i) Certain Restructurings. Upon the occurrence of any “equity restructuring” event that could result in an additional compensation expense to the Company pursuant to the provisions of ASC Topic 718 if adjustments to Awards with respect to such event were discretionary, the Committee shall equitably adjust the number of shares and type of Stock (or other securities or property) covered by each outstanding Award and the terms and conditions, including the exercise price and performance criteria (if any), of such Award to equitably reflect such event and shall adjust the number of shares and type of Stock (or other securities or property) with respect to which Awards may be granted under the Plan after such event. Upon the occurrence of any other similar event that would not result in an accounting charge under ASC Topic 718 if the adjustment to Awards with respect to such event were subject to discretionary action, the Committee shall have complete discretion to adjust Awards and the number of shares and type of Stock (or other securities or property) with respect to which Awards may be granted under the Plan in such manner as it deems appropriate with respect to such other event. In the event the Committee makes any adjustment pursuant to the foregoing provisions of this Section 4(c), the Committee shall make a corresponding and proportionate adjustment with respect to the maximum number of shares of Stock that may be delivered with respect to Awards under the Plan as provided in Section 4(a) and the kind of Stock or other securities available for grant under the Plan.

(ii) Other Adjustments. Subject to, and without limiting the scope of, the provisions of Section 4(c)(i), in the event that the Committee determines that any distribution (whether in the form of cash, Stock, other securities, or other property), recapitalization, split, reverse split, reorganization, merger, change of control, consolidation, split-up, spin-off, combination, repurchase, or exchange of Stock or other securities of the Company, issuance of warrants or other rights to purchase Stock or other securities of the Company, or other similar transaction or event affects shares of Stock such that an adjustment is determined by the

Committee, in its sole discretion, to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (A) the number of shares and type of Stock (or other securities or property) with respect to which Awards may be granted, (B) the number of shares and type of Stock (or other securities or property) subject to outstanding Awards, and (C) the grant or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; *provided*, that the number of shares of Stock subject to any Award shall always be a whole number. Further, upon the occurrence of any event described in the preceding sentence, the Committee, acting in its sole discretion without the consent or approval of any holder, may effect one or more of the following alternatives, which may vary among individual holders and which may vary among Awards: (I) remove any applicable forfeiture restrictions on any Award; (II) accelerate the time of exercisability or the time at which the Restricted Period shall lapse to a specific date specified by the Committee; (III) require the mandatory surrender to the Company by selected holders of some or all of the outstanding Awards held by such holders (irrespective of whether such Awards are then subject to a Restricted Period or other restrictions pursuant to the Plan) as of a date specified by the Committee, in which event the Committee shall thereupon cancel such Awards and cause the Company or any of its Affiliates to pay to each holder an amount of cash per share of Stock equal to the per share of Stock value as determined by the Committee as of the date determined by the Committee to be the date of cancellation and surrender of such Awards less the exercise price, if any, applicable to such Awards; *provided, however*, that to the extent the exercise price of an Option or SAR exceeds such per share of Stock value as determined by the Committee, no consideration will be paid with respect to that Award; (IV) cancel Awards that remain subject to a Restricted Period as of a date specified by the Committee without payment of any consideration to the Participant for such Awards; or (V) make such adjustments to Awards then outstanding as the Committee deems appropriate to reflect such event (including, without limitation, the substitution of new awards for Awards); *provided, however*, that the Committee may determine in its sole discretion that no adjustment is necessary to Awards then outstanding.

Section 5. Eligibility. Any Employee, Consultant or Director shall be eligible to be designated a Participant and receive an Award under the Plan.

Section 6. Awards.

(a) Options and SARs. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Options and/or SARs shall be granted, the number of shares of Stock to be covered by each Option or SAR, the exercise price therefor, the Restricted Period and other conditions and limitations applicable to the exercise of the Option or SAR, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan.

(i) Exercise Price. The exercise price per share of Stock purchasable under an Option or subject to a SAR shall be determined by the Committee at the time the Option or SAR is granted but, except with respect to substitute Awards pursuant to Section 6(e)(viii), may not be less than the Fair Market Value of a share of Stock as of the date of grant of such Option or SAR.

(ii) Time and Method of Exercise. The Committee shall determine the exercise terms and the Restricted Period, if any, with respect to an Option or SAR, which may include, without limitation, a provision for accelerated vesting upon the achievement of specified performance goals and/or other events, and the method or methods by which payment of the exercise price with respect to an Option or SAR may be made or deemed to have been made, which may include, without limitation, cash, check acceptable to the Company, withholding shares of Stock having a Fair Market Value on the exercise date equal to the relevant exercise price from the Award, a “cashless-broker” exercise through procedures approved by the Company, other securities or other property, a note (in a form acceptable to the Company), or any combination of the foregoing methods.

(iii) Forfeitures. Except as otherwise provided in the terms of the Award Agreement, upon termination of a Participant’s employment with (or service to) the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding Options and SARs awarded to the Participant shall be automatically forfeited on such termination.

(b) Restricted Stock and Phantom Units. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Restricted Stock or Phantom Units shall be granted, the number of shares of Restricted Stock or number of Phantom Units to be granted to each such Participant, the applicable Restricted Period, the conditions under which the Restricted Stock or Phantom Units may become vested or forfeited and such other terms and conditions as the Committee may establish with respect to such Awards, including whether DERs are granted with respect to the Restricted Stock or Phantom Units.

(i) Forfeitures. Except as otherwise provided in the terms of the applicable Award Agreement, upon termination of a Participant’s employment with (or service to) the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding, unvested shares of Restricted Stock and Phantom Units awarded to the Participant shall be automatically forfeited on such termination.

(ii) Lapse of Restrictions.

(A) Phantom Units. Unless otherwise provided in the applicable Award Agreement, upon or as soon as reasonably practical following the vesting of each Phantom Unit, subject to Section 8(b), the Participant shall be entitled to settlement of such Phantom Unit and shall receive one share of Stock (or such greater or lesser number of shares of Stock as may be provided pursuant to the applicable Award Agreement) or an amount in cash equal to the Fair Market Value (for purposes of this Section 6(b)(iii), as calculated on the last day of the Restricted Period) of a share of Stock (or such greater or lesser number of shares of Stock as may be provided pursuant to the applicable Award Agreement) or a combination thereof, as determined by the Committee in its discretion and as provided in the applicable Award Agreement.

(B) Restricted Stock. Upon or as soon as reasonably practicable following the vesting of each share of Restricted Stock, subject to Section 8(b), the Participant shall be entitled to have the restrictions removed from his or her Stock certificate (or book entry account, as applicable).

(c) DERs. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom DERs are granted, whether such DERs are tandem or separate Awards, whether such DERs shall be paid directly to the Participant, be credited to a bookkeeping account (with or without interest or other earnings credit), any vesting restrictions and payment provisions applicable to the DERs, and such other provisions or restrictions as determined by the Committee in its discretion, all of which shall be specified in the applicable Award Agreements. Distributions in respect of DERs shall be credited as of the distribution dates during the period between the date an Award is granted to a Participant and the date such Award vests, is exercised, is distributed or expires, as determined by the Committee. Such DERs shall be converted to cash, Stock, Restricted Stock and/or Phantom Units by such formula and at such time(s) and subject to such limitations as may be determined by the Committee. Tandem DERs may be subject to the same or different vesting restrictions as the underlying Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion.

(d) Other Stock-Based Awards; Cash Awards. Other Stock-Based Awards may be granted under the Plan to such Employees, Consultants and/or Directors as the Committee, in its discretion, may select. An Other Stock-Based Award shall be an award denominated or payable in, valued in or otherwise based on or related to Stock, in whole or in part. The Committee shall determine the terms and conditions of any Other Stock-Based Award, including whether such Other Stock-Based Award (or any portion thereof) is fully vested when granted and, if such Other Stock-Based Award (or any portion thereof) is not fully vested when granted, the conditions under which such Other Stock-Based Award (or the unvested portion thereof) may become vested or forfeited. An Other Stock-Based Award may be paid in cash, Stock (including Restricted Stock) or any combination thereof as provided in the applicable Award Agreement. Cash Awards, as an element of or supplement to, or independent of any other Award under the Plan, may also be granted pursuant to this Section 6(d).

(e) Certain Provisions Applicable to Awards.

(i) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award granted under the Plan or any award granted under any other plan of the Company or any of its Affiliates. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any of its Affiliates may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(ii) Limits on Transfer of Awards.

(A) Except as provided in Section 6(e)(ii)(C), each Option and SAR shall be exercisable only by the Participant during the Participant's lifetime, or by the Person to whom the Participant's rights shall pass by will or the laws of descent and distribution.

(B) Except as provided in Section 6(e)(ii)(C), no Award and no right under any such Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any of its Affiliates.

(C) The Committee may provide in an Award Agreement or in its discretion that an Award may, on such terms and conditions as the Committee may from time to time establish, be transferred by a Participant without consideration to any “family member” of the Participant, as defined in the instructions to use of the Form S-8 Registration Statement under the Securities Act of 1933, as amended, or any related family trust, limited partnership or other transferee specifically approved by the Committee.

(iii) Term of Awards. The term of each Award shall be for such period as may be determined by the Committee.

(iv) Issuance of Stock. The Stock or other securities of the Company delivered pursuant to an Award may be evidenced in any manner deemed appropriate by the Committee in its sole discretion, including, without limitation, in the form of a certificate issued in the name of the Participant or by book entry, electronic or otherwise and shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any securities exchange upon which such Stock or other securities are then listed, and any applicable laws, and the Committee may cause a legend or legends to be inscribed on any certificates, if applicable, to make appropriate reference to such restrictions.

(v) Consideration for Grants. To the extent permitted by applicable law, Awards may be granted for such consideration, including services, as the Committee shall determine.

(vi) Delivery of Stock or other Securities and Payment by Participant of Consideration. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Stock pursuant to the exercise or vesting of any Award unless and until the Committee has determined, with advice of counsel, that the issuance of such Stock is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any securities exchange on which the Stock is listed or traded, and the Stock is covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. Without limiting the generality of the foregoing, the delivery of Stock pursuant to the exercise or vesting of an Award may be deferred for any period during which, in the good faith determination of the Committee, the Company is not reasonably able to obtain or deliver Stock pursuant to such Award without violating applicable law or the applicable rules or

regulations of any governmental agency or authority or securities exchange. No Stock or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement (including, without limitation, any exercise price or tax withholding) is received by the Company. Such payment may be made by such method or methods and in such form or forms as the Committee shall determine, including, without limitation, cash, other Awards, withholding of Stock, cashless broker exercises with simultaneous sale, or any combination thereof; provided that the combined value, as determined by the Committee, of all cash and cash equivalents and the Fair Market Value of any such Stock or other property so tendered to the Company, as of the date of such tender, is at least equal to the full amount required to be paid to the Company pursuant to the Plan or the applicable Award Agreement.

(vii) Change of Control. If specifically provided in an Award Agreement, upon a change of control (as defined in such Award Agreement) the Award may automatically vest and be payable or become exercisable in full, as the case may be.

(viii) Substitute Awards. Awards may be granted under the Plan in substitution of similar awards held by individuals who are or who become Employees, Consultants or Directors in connection with a merger, consolidation or acquisition by the Company or one of its Affiliates of another entity or the securities or assets of another entity (including in connection with the acquisition by the Company or one of its Affiliates of additional securities of an entity that is an existing Affiliate of the Company). To the extent permitted by Section 409A, such substitute Awards that are Options or UARs may have exercise prices less than the Fair Market Value of a share of Stock on the date of the substitution.

(ix) Prohibition on Repricing of Options and SARs. Subject to the provisions of Section 4(c) and Section 7(c), the terms of outstanding Award Agreements may not be amended without the approval of the Company's stockholders so as to (A) reduce the exercise price of any outstanding Options or SARs, (B) grant a new Option, SAR or other Award in substitution for, or upon the cancellation of, any previously granted Option or SAR that has the effect of reducing the exercise price thereof, (C) exchange any Option or SAR for Stock, cash or other consideration when the exercise price per share of Stock under such Option or SAR exceeds the Fair Market Value of the underlying Stock, or (D) take any other action that would be considered a "repricing" of an Option or SAR under the listing standards of the New York Stock Exchange or, if the Stock is not then-listed on such exchange, to the extent applicable, on any other national securities exchange on which the Stock is listed. Subject to Section 4(c), Section 7(c) and Section 8(n), the Committee shall have the authority, without the approval of the Company's stockholders, to amend any outstanding Award to increase the per share exercise price of any outstanding Options or SARs or to cancel and replace any outstanding Options or SARs with the grant of Options or SARs having a per share exercise price that is equal to or greater than the per share exercise price of the original Options or SARs.

Section 7. Amendment and Termination. Except to the extent prohibited by applicable law:

(a) Amendments to the Plan. Except as required by applicable law or the rules of the principal securities exchange on which the Stock is traded and subject to Section 7(b) below, the

Board may amend, alter, suspend, discontinue, or terminate the Plan in any manner, including increasing the number of shares of Stock available for Awards under the Plan, without the consent of any Participant, other holder or beneficiary of an Award, or other Person.

(b) Amendments to Awards. Subject to Section 7(a), the Committee may waive any conditions or rights under, amend any terms of, or alter any Award theretofore granted (including, without limitation, requiring or allowing for an election to settle an Award in cash), provided no change, other than pursuant to Section 4(c) or Section 7(c), in any Award shall materially reduce the benefit to a Participant without the consent of such Participant.

(c) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee is hereby authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4(c)) affecting the Company or the financial statements of the Company, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or such Award.

Section 8. General Provisions.

(a) No Rights to Award. No Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) Tax Withholding. Unless other arrangements have been made that are acceptable to the Company or any of its Affiliates, the Company and any of its Affiliates is authorized to deduct, withhold, or cause to be deducted or withheld, from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, Stock, including Stock that would otherwise be issued pursuant to such Award, or other property) of any applicable taxes payable in respect of the grant or settlement of an Award, its exercise, the lapse of restrictions thereon, or any other payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company or its Affiliate to satisfy its withholding obligations for the payment of such taxes. In the event that Stock that would otherwise be issued pursuant to an Award are used to satisfy such withholding obligations, the number of shares of Stock that may be withheld or surrendered shall be limited to the number of shares of Stock that have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income; *provided, however*, that such withholding may be based on rates in excess of the minimum statutory withholding rates if (x) the Committee (i) determines that such withholding would not result in adverse accounting, tax or other consequences to the Company or any of its Affiliates (other than immaterial administrative, reporting or similar consequences) and (ii) authorizes such withholding at such greater rates and (y) the holder of such Award consents to such withholding at such greater rates.

(c) No Right to Employment or Service Relationship. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any of its Affiliates, to continue providing consulting services, or to remain on the Board, as applicable. Furthermore, the Company or its Affiliate may at any time dismiss a Participant from employment or his or her service relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan, any Award Agreement or other written agreement between any such entity and a Participant.

(d) Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

(e) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(f) Other Laws. The Committee may refuse to issue or transfer Stock or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Stock or such other consideration might violate any applicable law or regulation or the rules of the principal securities exchange on which the Stock is then traded, or entitle the Company or one of its Affiliates to recover the same under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

(g) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any of its Affiliates and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any of its Affiliates pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or such Affiliate.

(h) No Fractional Shares. No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine in its sole discretion whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional shares of Stock or whether such fractional shares of Stock or any rights thereto shall be canceled, terminated, or otherwise eliminated with or without consideration.

(i) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision hereof.

(j) Facility Payment. Any amounts payable hereunder to any individual under legal disability or who, in the judgment of the Committee, is unable to properly manage his financial affairs, may be paid to the legal representative of such individual, or may be applied for the benefit of such individual in any manner that the Committee may select, and the Company and its Affiliates shall be relieved of any further liability for payment of such amounts.

(k) Participation by Affiliates. In making Awards to Employees employed by, or Consultants providing services to, an Affiliate of the Company, the Committee shall be acting on behalf of the Affiliate of the Company, and to the extent the Company has an obligation to reimburse the Company for compensation paid to Employees or Consultants for services rendered for the benefit of the Company, such reimbursement payments may be made by the Company directly to the Affiliate of the Company, and, if made to the Company, shall be received by the Company as agent for the Affiliate of the Company.

(l) Allocation of Costs. Nothing herein shall be deemed to override, amend, or modify any cost sharing arrangement, omnibus agreement, or other arrangement between the Company and any of its Affiliates regarding the sharing of costs between such entities.

(m) Gender and Number. Words in the masculine gender shall include the feminine gender, the plural shall include the singular and the singular shall include the plural.

(n) Compliance with Section 409A. Nothing in the Plan or any Award Agreement shall operate or be construed to cause the Plan or an Award that is subject to Section 409A to fail to comply with the requirements of Section 409A. The applicable provisions of Section 409A are hereby incorporated by reference and shall control over any Plan or Award Agreement provision in conflict therewith or that would cause a failure of compliance thereunder, to the extent necessary to resolve such conflict or obviate such failure. Subject to any other restrictions or limitations contained herein, in the event that a "specified employee" (as defined under Section 409A) becomes entitled to a payment under an Award that constitutes a "deferral of compensation" (as defined under Section 409A) on account of a "separation from service" (as defined under Section 409A), to the extent required by the Code, such payment shall not occur until the date that is six months plus one day from the date of such separation from service. Any amount that is otherwise payable within the six-month period described herein will be aggregated and paid in a lump sum without interest. Notwithstanding any provision herein to the contrary, none of the Board, the Committee, the Company or any of its Affiliates makes any representations that any Awards (or payments with respect to any Awards) are exempt from or compliant with Section 409A and in no event shall the Board, the Committee, the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by any Participant on account of non-compliance with Section 409A.

(o) No Guarantee of Tax Consequences. None of the Board, the Committee, the Company or any of its Affiliates (i) provides or has provided any tax advice to any Participant or any other Person or makes or has made any assurance, commitment or guarantee that any federal, state, local or other tax treatment will (or will not) apply or be available to any Participant or other Person or (ii) assumes any liability with respect to any tax or associated liabilities to which any Participant or other Person may be subject.

(p) **Clawback.** To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Committee, Awards and amounts paid or payable pursuant to or with respect to Awards shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company, which clawback policies or procedures may provide for forfeiture, repurchase and/or recoupment of Awards and amounts paid or payable pursuant to or with respect to Awards. Notwithstanding any provision of the Plan or any Award Agreement to the contrary, the Company reserves the right, without the consent of any Participant or beneficiary of any Award, to adopt any such clawback policies and procedures, including such policies and procedures applicable to the Plan or any Award Agreement with retroactive effect.

Section 9. Term of the Plan. The Plan shall be effective on the Effective Date and shall continue until the earliest of (i) the date terminated by the Board or the Committee or (ii) the 10th anniversary of the Effective Date. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted prior to such termination, and the authority of the Board or the Committee under the Plan or an Award Agreement to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

**QES LEGACY LONG-TERM INCENTIVE PLAN
PHANTOM UNIT AGREEMENT**

This Phantom Unit Agreement (this "Agreement") is made as of _____ (the "Grant Date") between Quintana Energy Services Inc., a Delaware corporation (the "Company"), and _____ (the "Grantee"). Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in Exhibit A. Capitalized terms used in this Agreement but not otherwise defined herein or in Exhibit A shall have the meanings ascribed to such terms in the Plan (as defined below), unless the context requires otherwise.

WHEREAS, the Company has adopted the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan (as amended from time to time, the "Plan"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement and the Plan, the Company desires to grant to the Grantee on the terms and conditions set forth herein, and the Grantee desires to accept on such terms and conditions, the number of Phantom Units specified herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Phantom Units.** The Company hereby grants _____ Phantom Units to the Grantee, effective as of the Grant Date, subject to all of the terms and conditions set forth in the Plan and in this Agreement (the "Phantom Units"). The Grantee acknowledges receipt of a copy of the Plan, and agrees that the terms and provisions of the Plan, including any future amendments thereto, shall be deemed a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. Unless and until a Phantom Unit has become fully vested pursuant to this Agreement, the Grantee will have no right to settlement or payment of such Phantom Unit. Prior to settlement of a fully vested Phantom Unit, each Phantom Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. The Phantom Units granted pursuant to this Agreement do not and shall not entitle the Grantee to any rights of a holder of Stock prior to the date, if any, on which Stock is issued or recorded in book entry form on the records of the Company or its transfer agents or registrars, and delivered in certificate or book entry form to the Grantee or any Person claiming under or through the Grantee.

2. **Vesting and Forfeiture of the Phantom Units.**

(a) **Time Vesting Schedule.** Except as otherwise provided in this Section 2, the Phantom Units granted hereunder will become time vested in accordance with the schedule set forth below so long as the Grantee continuously spends the majority of the Grantee's business time providing services to the Company and its subsidiaries (collectively, the "Company Group") from the Grant Date through each time vesting date set forth below (each, a "Time Vesting Date").

(b) **Death or Disability.** If the Grantee ceases to spend a majority of the Grantee's business time providing services to the Company Group as a result of the Grantee's death or Disability (as defined below), then all Phantom Units granted hereunder then held by the Grantee that have not previously become time vested will automatically become time vested upon such cessation.

(c) **Other Cessations.** If the Grantee ceases to spend a majority of the Grantee's business time providing services to the Company Group for any reason other than under circumstances described in Section 2(b), then, upon such cessation, all Phantom Units granted hereunder that have not previously become time vested (and all rights arising from such Phantom Units and from being a holder thereof) will terminate automatically without any further action by the Company or any other member of the Company Group and will be forfeited without further notice.

(d) **Full Vesting.** Upon the consummation of a Specified Transaction (the "**Full Vesting Date**"), (i) all Phantom Units granted hereunder then held by the Grantee that have not previously become time vested will automatically become fully vested so long as the Grantee has continuously spent the majority of the Grantee's business time providing services to the Company Group from the Grant Date through the date of the consummation of such Specified Transaction and (ii) all Phantom Units granted hereunder then held by the Grantee that have previously become time vested will automatically become fully vested as of the date of the consummation of such Specified Transaction. Notwithstanding anything in the Plan or this Agreement to the contrary, if a Specified Transaction is not consummated on or before the seventh anniversary of the Grant Date (the "**Threshold Date**"), then, effective as of the Threshold Date, all Phantom Units granted hereunder (and all rights arising from such Phantom Units and from being a holder thereof) will terminate automatically without any further action by the Company or any other member of the Company Group and will be forfeited without further notice.

3. **Settlement of Phantom Units.** As soon as administratively practicable following the Full Vesting Date, but in no event later than 60 days thereafter, subject to Section 3, the Grantee (or the Grantee's permitted transferee, if applicable) shall be issued in full settlement of such Phantom Unit one share of Stock unless the Board, in its discretion, elects to pay the Grantee an amount of cash equal to the Fair Market Value of a share of Stock determined on the Full Vesting Date. To the extent Stock is issued hereunder, such Stock shall be delivered either by delivering one or more certificates for such Stock to the Grantee or by entering such Stock in book-entry form, as determined by the Board in its sole discretion. The value of any shares of Stock issued or cash paid hereunder shall not bear any interest owing to the passage of time. Neither this Section 3 nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind.

4. **DERs.** Each Phantom Unit subject to this Agreement is hereby granted in tandem with a corresponding DER, which shall remain outstanding from the Grant Date until the earlier of the settlement or forfeiture of the Phantom Unit to which it corresponds. The Company shall establish, with respect to each Phantom Unit, a separate DER bookkeeping account for such Phantom Unit (a "DER Account"), which shall be credited (without interest) on the applicable record dates for such distributions with an amount equal to the aggregate cash distribution that would have been paid to the Grantee if the Grantee were the record owner, as of the record date for such distribution, of a number of shares of Stock equal to the number of Phantom Units granted hereunder. If any amounts are credited to a DER Account in respect of a Phantom Unit prior to the Full Vesting Date, (a) if such Phantom Unit subsequently becomes fully vested, then, upon the Full Vesting Date, (i) the DER (and the DER Account) with respect to such fully vested Phantom Unit shall also become fully vested and (ii) as soon as administratively practicable following the Full Vesting Date, but in no event later than 60 days thereafter, the Grantee shall be paid cash equal to the amount credited to the DER Account relating to such fully vested Phantom Unit and (b) if such Phantom Unit is subsequently forfeited, then, upon the forfeiture of such Phantom Unit, the DER (and the DER Account) with respect to such forfeited Phantom Unit shall also be forfeited. DERs shall not entitle the Grantee to any payments relating to distributions paid after the earlier to occur of the Phantom Unit settlement date or the forfeiture of the Phantom Unit underlying such DER.

5. **Protection of Information.**

(a) **Disclosure to and Property of the Company Group.** All information, trade secrets, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by, or disclosed to, the Grantee, individually or in conjunction with others, during the period of the Grantee's provision of services to any member of the Company Group (whether during business hours or otherwise and whether on a Company Group member's premises or otherwise) that relate to the business or trade secrets of any member of the Company Group (including, without limitation, all such information relating to corporate opportunities, strategies, product specifications, compositions, manufacturing and distribution methods and processes, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or exploration, production, marketing and merchandising techniques, prospective names and marks) and all writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression (collectively, "Confidential Information") are and shall be the sole and exclusive property of the Company Group. On the date the Grantee ceases to provide services to any member of the Company Group and at any other time upon the request of any member of the Company Group, the Grantee shall surrender and deliver to the Company Group all documents (including all electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information in the Grantee's possession, custody and control and shall not retain any such document or other materials or copies thereof. Within 10 days of any such request, the Grantee shall certify to the Company Group in writing that all such documents and materials have been returned to the Company Group. Notwithstanding any provision of this Section 5(a) to the contrary, the term Confidential Information does not include (i) any

information that, at the time of disclosure by a member of the Company Group, is available to the public other than as a result of any unauthorized act of the Grantee, or (ii) any information that becomes available to the Grantee on a non-confidential basis from a source other than the members of the Company Group or any of their respective directors, officers, employees, agents or advisors; provided, that such source is not known by the Grantee to be bound by a confidentiality agreement with, or other obligation of confidentiality to, a member of the Company Group regarding such information.

(b) Disclosure to the Grantee. The Grantee expressly acknowledges and agrees that the Grantee has obtained Confidential Information during the course of the Grantee's provision of services to one or more members of the Company Group and the parties acknowledge and agree that the Grantee will be provided with additional Confidential Information in the course of the Grantee's provision of services to the Company Group.

(c) No Unauthorized Use or Disclosure. The Grantee agrees to preserve and protect the confidentiality of all Confidential Information. The Grantee agrees that the Grantee will not, at any time during the term of the Grantee's service relationship with the Company Group or thereafter, make any unauthorized disclosure of Confidential Information, or make any use thereof, except, in each case, in the carrying out of the Grantee's responsibilities to the Company Group. The Grantee expressly acknowledges and agrees that the Grantee would violate the terms of this Section 5 if the Grantee breaches any of the provisions of Section 6 below. The Grantee shall use commercially reasonable efforts to cause all persons or entities to whom the Grantee discloses any Confidential Information to preserve and protect the confidentiality of such Confidential Information. The Grantee shall have no obligation hereunder to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by applicable law; *provided, however*, that in the event disclosure is required by applicable law and the Grantee is making such disclosure, the Grantee shall provide the Company with prompt notice of such requirement (which such notice shall be received by the Company no later than 48 hours after the Grantee is informed of such requirement) prior to making any such disclosure, so that the Company may seek an appropriate protective order.

6. Non-Solicitation.

(a) Non-Solicitation Covenants. The Grantee and the Company agree to the non-solicitation provisions of this Section 6 in order to protect the Confidential Information provided to the Grantee or developed by the Grantee for any member of the Company Group, and to protect the Company Group's legitimate business interests (including the goodwill the Grantee has helped build, and that the Grantee will continue to help build, during the Grantee's service relationship with the Company Group) and as an express incentive for the Company to provide the Grantee with Confidential Information and to enter into the Phantom Unit Agreement. For the avoidance of doubt, the Grantee expressly acknowledges and agrees that the award of the Phantom Units granted hereunder (x) further aligns the Grantee's interests with the Company's long-term business interests, (y) enhances the Company's goodwill and (z) creates an additional incentive for the Grantee to build the Company's goodwill, thus increasing the value of the Company's interest that is worthy of protection through the non-solicitation provisions of this Section 6. The Grantee covenants and agrees that during the period in which the Grantee is providing services to a member of the Company Group and continuing through the

date that is 12 months after the date that the Grantee is no longer providing services to any member of the Company Group, the Grantee will not: (x) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is an officer or employee of any member of the Company Group; or (y) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company Group any of the Company Group's customers.

(b) Relief. The Grantee and the Company agree and acknowledge that the limitations as to time and scope of activity to be restrained as set forth in Section 6(a) are reasonable in all respects, not adverse to the public welfare, and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company Group, including the protection of its Confidential Information, trade secrets and goodwill. The Grantee and the Company also acknowledge that money damages would not be a sufficient remedy for any breach or threatened breach of this Section 6 or Section 5 above by the Grantee, and in the event of any such breach or threatened breach, the Company shall be entitled to enforce the provisions of this Section 6 or Section 5 above by causing the Grantee to immediately forfeit to the Company, without consideration, all Phantom Units that remain unvested and obtaining specific performance, injunctive relief and other equitable relief, without bond, as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Section 6 or Section 5 above, but shall be in addition to all remedies available at law or in equity, including the recovery of damages from the Grantee and the Grantee's agents.

(c) Reasonableness; Enforcement. The Grantee hereby represents to the Company that the Grantee has read and understands, and agrees to be bound by, the terms of this Section 6. The Grantee acknowledges that the scope and duration of the covenants contained in this Section 6 are fair and reasonable in light of (i) the amount of compensation (including the Phantom Units granted hereunder) and Confidential Information that the Grantee has received and will receive in conjunction with the Grantee's service relationship with the Company and (ii) the goodwill that the Grantee will continue to help build during the Grantee's provision of services to the Company Group. It is the desire and intent of the parties that the provisions of this Section 6 be enforced to the fullest extent permitted under any applicable laws, whether now or hereafter in effect. The Grantee and the Company hereby waive any provision of any applicable law that would render any provision of this Section 6 invalid or unenforceable.

(d) Reformation. The Company and the Grantee agree that the foregoing restrictions are reasonable under the circumstances and that any breach of the covenants contained in this Section 6 would cause irreparable injury to the Company Group. Nevertheless, if any of the aforesaid restrictions are found by a court of competent jurisdiction to be unreasonable, overly broad, or otherwise unenforceable, the parties intend for the restrictions herein set forth to be modified by the court making such determination so as to be reasonable and enforceable and, as so modified, to be fully enforced. By agreeing to this contractual modification prospectively at this time, the Company and the Grantee intend to make this provision enforceable under all applicable laws so that the entire non-solicitation agreement of this Section 6 and this entire Agreement as prospectively modified shall remain in full force and effect and shall not be rendered void or illegal.

7. **Status of Stock.** The Grantee understands that the Stock has not been registered under the Securities Act or any state securities law and that the Company does not intend to effect any such registration prior to a Company IPO. The Grantee agrees that any Stock issued under this Agreement in settlement of the Phantom Units are being acquired for investment without a view to distribution, within the meaning of the Securities Act, and shall not be sold, transferred, assigned, pledged or hypothecated in the absence of (a) an effective registration statement for the sale of such Stock under the Securities Act and applicable state securities laws or (b) if requested by the Company, the delivery by the Grantee to the Company of a written opinion of legal counsel, who shall be satisfactory to the Company, addressed to the Company and satisfactory in form and substance to the Company's counsel, to the effect that an applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws is available. In addition to the terms and conditions provided herein, the Company may require that the Grantee make such covenants, agreements, and representations as the Board, in its sole discretion, deems advisable in order to comply with applicable laws, rules, regulations, or requirements. The Grantee also agrees that no Stock acquired under this Agreement will be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws.

8. **Transferability and Assignment.** This Agreement and the Phantom Units and the DERs granted hereunder may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee (or any permitted transferee) other than by will or the laws of descent and distribution. Any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be null, void and unenforceable against the Company Group.

9. **Tax Withholding.** Upon any taxable event arising in connection with the Phantom Units or the DERs, the Company Group shall have the authority and the right to deduct or withhold, or to require the Grantee to remit to a member of the Company Group, an amount sufficient to satisfy all applicable federal, state and local taxes (based on the minimum statutory withholding rates) required by law to be withheld with respect to such event. In satisfaction of the foregoing requirement, unless otherwise determined by the Board, the Company or another member of the Company Group shall withhold from the amount of cash or Stock, as applicable, otherwise payable to the Grantee, an amount of cash or Stock, as applicable, equal to the aggregate amount of taxes required to be withheld with respect to such event, provided that the amount of such withholding shall be limited to the aggregate amount of taxes required to be withheld based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income.

10. **Execution of Receipts and Releases.** Any payment of cash or any issuance or transfer of Stock or other property to the Grantee or the Grantee's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims of such person hereunder. As a condition precedent to such payment or issuance, the Company may require the Grantee or the Grantee's legal representative, heir, legatee or distributee to execute a release and receipt therefor in such form as it shall determine appropriate; *provided, however*, that any review period under such release will not modify the date of settlement with respect to fully vested Phantom Units or DERs.

11. **General Provisions.**

(a) **Administration.** This Agreement shall at all times be subject to the terms and conditions of the Plan. The Board shall have sole and complete discretion with respect to all matters reserved to it by the Plan and all decisions of a majority of the Board with respect thereto and this Agreement shall be final and binding upon the Grantee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of the Plan shall control.

(b) **Tax Consultation.** The Grantee acknowledges and agrees that neither the Board nor any member of the Company Group has made any warranty or representation to the Grantee with respect to the income tax consequences of the grant, full vesting or settlement of the Phantom Units or the DERs or the transactions contemplated by this Agreement, and the Grantee represents that the Grantee is in no manner relying on such entities or any of their respective directors, managers, officers, employees or authorized representatives (including attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences. The Grantee represents that the Grantee has consulted with any tax consultants that the Grantee deems advisable in connection with the Phantom Units and DERs.

(c) **Successors.** This Agreement shall be binding upon the Grantee, the Grantee's legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.

(d) **No Liability for Good Faith Determinations.** The Company Group, and the members of the Board, shall not be liable for any act, omission or determination taken or made in good faith with respect to this Agreement or the Phantom Units granted hereunder.

(e) **Service Relationship.** Nothing in the adoption of the Plan, nor the award of the Phantom Units thereunder pursuant to this Agreement, shall confer upon the Grantee the right to a continued service relationship with any member of the Company Group or any other entity for any particular period of time, or affect in any way the right of any member of the Company Group or any other entity to terminate such service relationship at any time. Unless otherwise provided in a written agreement or by applicable law, the Grantee's service relationship with any member of the Company Group may be terminated at any time by either the Grantee or the Company or such Company Group member for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such service relationship, and the cause of such termination, shall be determined by the Board or its delegate, and such determination shall be final, conclusive and binding for all purposes.

(f) **Agreement to Furnish Information.** The Grantee agrees to furnish to the Company all information requested by the Company to enable each member of the Company Group to comply with any reporting or other requirement imposed upon such member of the Company Group under applicable law.

(g) **Entire Agreement.** This Agreement (including Exhibit A) constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the

covenants, promises, representations, warranties and agreements between the parties with respect to the Phantom Units granted hereby. Without limiting the scope of the preceding sentence, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Notwithstanding the foregoing, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all agreements and obligations that the Grantee has with or to any member of the Company Group (whether contained in a prior written agreement, at common law, by statute or otherwise) with regard to (i) confidentiality and the non-use, non-disclosure, return and protection of trade secrets, confidential and proprietary information and materials and Company Group property and (ii) non-solicitation of officers, employees or customers.

(h) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law principles thereof.

(i) Amendments. The Board may, in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; *provided, however*, that except as otherwise provided in the Plan or this Agreement, any such amendment that materially reduces the rights of the Grantee shall be effective only if it is in writing and signed by both the Grantee and an authorized officer of the Company.

(j) Clawback. The Grantee acknowledges that the Phantom Units granted and the Stock (if any) issued hereunder are subject to clawback as provided in Section 8(p) of the Plan.

(k) Lock-Up Agreement. If requested by the Company and any underwriter in connection with a Company IPO, the Grantee agrees not to directly or indirectly offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of or otherwise dispose of or transfer any Stock or equity securities of the Company held by the Grantee or her for such period, not to exceed 180 days following the effective date of the relevant registration statement filed under the Securities Act in connection with such public offering, as such underwriter shall specify reasonably and in good faith. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such 180-day period. Notwithstanding the foregoing, the 180-day period may be extended in the discretion of the Company for up to such number of additional days as is deemed necessary by such underwriter or the Company to continue coverage by research analysts in accordance with FINRA Rule 2711 or any successor or other applicable rule.

(l) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Grantee agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that any member of the Company Group may be required to deliver (including, without limitation, grant or award notifications and agreements and all other forms of communications) in connection with this and any other award made or offered by the Company under the Plan. Electronic delivery may be made via the electronic mail system of a member of the Company Group or by reference to a location on an intranet site to which the

Grantee has access. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Grantee's electronic signature is the same as, and shall have the same force and effect as, the Grantee's manual signature.

(m) Third-Party Beneficiaries. Each member of the Company Group that is not a party to this Agreement shall be a third-party beneficiary of the Grantee's obligations under Sections 5 and 6 and shall be entitled to enforce such obligations as if a party hereto.

(n) Severability. Any provision of this Agreement (or part thereof) that is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof (or parts hereof), and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(o) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

(p) Code Section 409A. None of the Phantom Units, DERs or any amounts payable pursuant to this Agreement are intended to constitute or provide for a deferral of compensation that is subject to Section 409A. Nevertheless, to the extent that the Board determines that the Phantom Units or DERs may not be exempt from Section 409A, then, if the Grantee is deemed to be a "specified employee" within the meaning of Section 409A, as determined by the Board, at a time when the Grantee becomes eligible for settlement of the Phantom Units or DERs upon his "separation from service" within the meaning of Section 409A, then, to the extent necessary to prevent any accelerated or additional tax under Section 409A, such settlement will be delayed until the earlier of: (a) the date that is six months following the Grantee's separation from service and (b) the Grantee's death. Notwithstanding the foregoing, neither the Company nor any other member of the Company Group makes any representations that the payments provided under this Agreement are exempt from or compliant with Section 409A and in no event shall the Company or any other member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A.

[Remainder of Page Intentionally Blank;
Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Grantee has executed this Agreement as of the _____ day of _____, effective for all purposes as provided above.

QUINTANA ENERGY SERVICES INC.

By: _____
Name: _____
Title: _____

GRANTEE

SIGNATURE PAGE TO
PHANTOM UNIT AGREEMENT

EXHIBIT A

CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

“Change in Control” means (A) the consummation of any transaction (or series of transactions within a 12-month period) in which, immediately following the consummation of such transaction or transactions, members of the Quintana Group cease to collectively own a majority in voting power of the shares of Stock (or other equity interests in the Company) outstanding immediately prior to such transaction or transactions, including the power to elect a majority of its managers or other persons serving in a similar capacity or otherwise authorized to direct the policies and management of the Company; or (B) the consummation of a transaction (or series of transactions within a 12-month period) that constitutes the sale or disposition of assets of the Company Group having a gross Fair Market Value of 50% or more of the total gross Fair Market Value of all of the consolidated assets of the Company Group (other than such a sale or disposition immediately after which such assets are owned directly or indirectly by the owners of the Company in substantially the same proportions as their ownership of Stock immediately prior to such sale or disposition).

“Disability” means the Grantee’s inability to perform the Grantee’s duties to the Company Group due to any medically determinable physical or mental impairment that is expected to last for a period of 12 months or longer or to result in death.

“Quintana Group” means Quintana Energy Partners, L.P., Consolidated TE Blocker, Inc., Consolidated FI Blocker, Inc., Directional TE Blocker, Inc. and Directional FI Blocker, Inc. and any entity directly or indirectly affiliated with such entities, including subsidiaries of such entities directly or indirectly controlling or controlled by any of the foregoing, or such entities, and investment vehicles to which investment management services are provided, other than the Company and its subsidiaries.

“Reverse Merger” means any transaction or event that is not a Change in Control and the result of which is that Stock is (or is converted into equity securities of another issuer that is) listed for trading on a national securities exchange registered under section 6(a) of the Exchange Act.

“Specified Transaction” means (A) a Change in Control; (B) a Company IPO; or (C) a Reverse Merger.

**QES LEGACY LONG-TERM INCENTIVE PLAN
PHANTOM UNIT AGREEMENT**

(Corporate Executives)

This Phantom Unit Agreement (this "Agreement") is made as of [●] (the "Grant Date") between Quintana Energy Services Inc., a Delaware corporation (the "Company"), and (the "Grantee"). Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in Exhibit A. Capitalized terms used in this Agreement but not otherwise defined herein or in Exhibit A shall have the meanings ascribed to such terms in the Plan (as defined below), unless the context requires otherwise.

WHEREAS, the Company has adopted the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan (as amended from time to time, the "Plan"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement and the Plan, the Company desires to grant to the Grantee on the terms and conditions set forth herein, and the Grantee desires to accept on such terms and conditions, the number of Phantom Units specified herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Phantom Units.** The Company hereby grants Phantom Units to the Grantee, effective as of the Grant Date, subject to all of the terms and conditions set forth in the Plan and in this Agreement (the "Phantom Units"). To the extent vested, the Phantom Units represent, in the aggregate, the right to receive a corresponding number of shares of Stock or cash equal to the aggregate Fair Market Value thereof, as determined in accordance with Section 3. The Grantee acknowledges receipt of a copy of the Plan, and agrees that the terms and provisions of the Plan, including any future amendments thereto, shall be deemed a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. Unless and until a Phantom Unit has become fully vested pursuant to this Agreement, and unless the Grantee satisfies the terms of Sections 5 and 6 herein, the Grantee will have no right to settlement or payment of such Phantom Unit. Prior to settlement of a fully vested Phantom Unit, each Phantom Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. The Phantom Units granted pursuant to this Agreement do not and shall not entitle the Grantee to any rights of a holder of Stock prior to the date, if any, on which Stock is issued or recorded in book entry form on the records of the Company or its transfer agents or registrars, and delivered in certificate or book entry form to the Grantee or any Person claiming under or through the Grantee.

2. **Vesting and Forfeiture of the Phantom Units.**

(a) **Time Vesting.**

(i) Except as otherwise provided in this Section 2, the Phantom Units granted hereunder will become time vested in accordance with the schedule set forth below so long as the Grantee continuously spends the majority of the Grantee's business time providing services to the Company and its subsidiaries (collectively, the "Company Group") from the Grant Date through each time vesting date set forth below.

Time Vesting Date

Portion of Phantom Units Granted
Hereunder that Become
Time Vested Phantom Units

(ii) **Death or Disability.** If the Grantee ceases to spend a majority of the Grantee's business time providing services to the Company Group as a result of the Grantee's death or Disability (as defined below), then all Phantom Units granted hereunder then held by the Grantee that have not previously become time vested will automatically become time vested upon such cessation.

(iii) **Other Cessations.** If the Grantee ceases to spend a majority of the Grantee's business time providing services to the Company Group for any reason other than under circumstances described in Section 2(a)(ii), then, upon such cessation, all Phantom Units granted hereunder that have not previously become time vested (and all rights arising from such Phantom Units and from being a holder thereof) will terminate automatically without any further action by the Company or any other member of the Company Group and will be forfeited without further notice.

(iv) **Change in Control.** Upon the consummation of a Change in Control, all Phantom Units granted hereunder then held by the Grantee that have not previously become time vested will automatically become time vested as of the date of such Change in Control so long as the Grantee has continuously spent the majority of the Grantee's business time providing services to the Company Group from the Grant Date through the date of the consummation of such Change in Control.

As used herein, the term "Time Vesting Date" means, with respect to a Phantom Unit granted hereunder, the date on which such Phantom Unit becomes time vested in accordance with this Section 2(a).

(b) **Event Vesting.** Upon the consummation of a Change in Control or Specified Transaction, all Phantom Units granted hereunder then held by the Grantee will automatically become event vested so long as the Grantee has continuously spent the majority of the Grantee's business time providing services to the Company Group from the Grant Date through the date of the consummation of such Change in Control or Specified Transaction (as applicable, the "Event Vesting Date").

(c) Notwithstanding anything in the Plan or this Agreement to the contrary, if a Change in Control or a Specified Transaction is not consummated on or before the seventh anniversary of the Grant Date (the "Threshold Date"), then, effective as of the Threshold Date, all Phantom Units granted hereunder (and all rights arising from such Phantom Units and from being a holder thereof) will terminate automatically without any further action by the Company or any other member of the Company Group and will be forfeited without further notice.

3. **Settlement of Phantom Units.** With respect to each Phantom Unit granted hereunder, as soon as administratively practicable following the later of the Time Vesting Date for such Phantom Unit or the Event Vesting Date for such Phantom Unit (the later of such dates, the "Full Vesting Date"), but in no event later than 60 days thereafter, subject to Section 3, the Grantee (or the Grantee's permitted transferee, if applicable) shall be issued in full settlement of such Phantom Unit one share of Stock unless the Board, in its discretion, elects to pay the Grantee an amount of cash equal to the Fair Market Value of a share of Stock determined on the Full Vesting Date. To the extent Stock is issued hereunder, such Stock shall be delivered either by delivering one or more certificates for such Stock to the Grantee or by entering such Stock in book-entry form, as determined by the Board in its sole discretion. The value of any shares of Stock issued or cash paid hereunder shall not bear any interest owing to the passage of time. Neither this Section 3 nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind.

4. **DERs.** Each Phantom Unit subject to this Agreement is hereby granted in tandem with a corresponding DER, which shall remain outstanding from the Grant Date until the earlier of the settlement or forfeiture of the Phantom Unit to which it corresponds. The Company shall establish, with respect to each Phantom Unit, a separate DER bookkeeping account for such Phantom Unit (a "DER Account"), which shall be credited (without interest) on the applicable record dates for such distributions with an amount equal to the aggregate cash distribution that would have been paid to the Grantee if the Grantee were the record owner, as of the record date for such distribution, of a number of shares of Stock equal to the number of Phantom Units granted hereunder. If any amounts are credited to a DER Account in respect of a Phantom Unit prior to the Full Vesting Date, (a) if such Phantom Unit subsequently becomes fully vested, then, upon the Full Vesting Date, (i) the DER (and the DER Account) with respect to such fully vested Phantom Unit shall also become fully vested and (ii) as soon as administratively practicable following the Full Vesting Date, but in no event later than 60 days thereafter, the Grantee shall be paid cash equal to the amount credited to the DER Account relating to such fully vested Phantom Unit and (b) if such Phantom Unit is subsequently forfeited, then, upon the forfeiture of such Phantom Unit, the DER (and the DER Account) with respect to such forfeited Phantom Unit shall also be forfeited. DERs shall not entitle the Grantee to any payments relating to distributions paid after the earlier to occur of the Phantom Unit settlement date or the forfeiture of the Phantom Unit underlying such DER.

5. **Protection of Information.**

(a) **Disclosure to and Property of the Company Group.** All information, trade secrets, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by, or disclosed to, the Grantee, individually or in conjunction with others, during the period of the Grantee's provision of services to any member of the Company Group (whether during business hours or otherwise and whether on a Company Group member's premises or otherwise) that relate to the business or trade secrets of any member of the Company Group (including, without limitation, all such information relating to corporate opportunities, strategies, product specifications, compositions, manufacturing and distribution methods and processes, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or exploration, production, marketing and merchandising techniques, prospective names and marks) and all writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression (collectively, "**Confidential Information**") are and shall be the sole and exclusive property of the Company Group. On the date the Grantee ceases to provide services to any member of the Company Group and at any other time upon the request of any member of the Company Group, the Grantee shall surrender and deliver to the Company Group all documents (including all electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information in the Grantee's possession, custody and control and shall not retain any such document or other materials or copies thereof. Within 10 days of any such request, the Grantee shall certify to the Company Group in writing that all such documents and materials have been returned to the Company Group. Notwithstanding any provision of this Section 5(a) to the contrary, the term Confidential Information does not include (i) any information that, at the time of disclosure by a member of the Company Group, is available to the public other than as a result of any unauthorized act of the Grantee, or (ii) any information that becomes available to the Grantee on a non-confidential basis from a source other than the members of the Company Group or any of their respective directors, officers, employees, agents or advisors; provided, that such source is not known by the Grantee to be bound by a confidentiality agreement with, or other obligation of confidentiality to, a member of the Company Group regarding such information.

(b) **Disclosure to the Grantee.** The Grantee expressly acknowledges and agrees that the Grantee has obtained Confidential Information during the course of the Grantee's provision of services to one or more members of the Company Group and the parties acknowledge and agree that the Grantee will be provided with additional Confidential Information in the course of the Grantee's future provision of services to the Company Group.

(c) **No Unauthorized Use or Disclosure.** The Grantee agrees to preserve and protect the confidentiality of all Confidential Information. The Grantee agrees that the Grantee will not, at any time during the term of the Grantee's service relationship with the Company Group or thereafter, make any unauthorized disclosure of Confidential Information, or make any use thereof, except, in each case, in the carrying out of the Grantee's responsibilities to the Company Group. The Grantee expressly acknowledges and agrees that the Grantee would inevitably violate the terms of this Section 5 if the Grantee breaches any of the provisions of

Section 6 below. The Grantee shall use commercially reasonable efforts to cause all persons or entities to whom the Grantee discloses any Confidential Information to preserve and protect the confidentiality of such Confidential Information. The Grantee shall have no obligation hereunder to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by applicable law; *provided, however*, that in the event disclosure is required by applicable law and the Grantee is making such disclosure, the Grantee shall provide the Company with prompt notice of such requirement (which such notice shall be received by the Company no later than 48 hours after the Grantee is informed of such requirement) prior to making any such disclosure, so that the Company may seek an appropriate protective order.

(d) Permitted Disclosures. Notwithstanding the foregoing, nothing herein will prevent the Grantee from: (i) making a good faith report of possible violations of applicable law to any governmental agency or entity; or (ii) making disclosures that are protected under the whistleblower provisions of applicable law. Further, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer of reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

6. **Non-Competition; Non-Solicitation**.

(a) The Grantee and the Company agree to the non-competition and non-solicitation provisions of this Section 6 in order to protect the Confidential Information provided to the Grantee or developed by the Grantee for any member of the Company Group, and to protect the Company Group's legitimate business interests (including the goodwill the Grantee has helped build, and that the Grantee will continue to help build, during the Grantee's service relationship with the Company Group) and as an express incentive for the Company to provide the Grantee with Confidential Information and to enter into the Phantom Unit Agreement. For the avoidance of doubt, the Grantee expressly acknowledges and agrees that the award of the Phantom Units granted hereunder (x) further aligns the Grantee's interests with the Company's long-term business interests, (y) enhances the Company's goodwill and (z) creates an additional incentive for the Grantee to build the Company's goodwill, thus increasing the value of the Company's interest that is worthy of protection through the non-solicitation provisions of this Section 6.

(b) **Non-Competition Covenants**.

(i) The Grantee covenants and agrees that during the Prohibited Period, the Grantee will not directly or indirectly (other than on behalf of a member of the Company Group) engage or carry on in the Business within the Restricted Area (or with responsibilities that relate to the Restricted Area) in any capacity in which the Grantee performs services or otherwise has duties that are the same as, or are similar to, those performed by the Grantee for any member of the Company Group.

(ii) Nothing in the foregoing Section 6(b)(i) will prevent the Grantee from owning an aggregate of not more than 1% of (i) the outstanding stock or other equity securities of any class of any corporation or other entity engaged in the Business, if such stock or equity securities are listed on a national securities exchange or regularly traded in the over-the-counter market by a member of a national securities exchange, so long as neither the Grantee nor any of the Grantee's Affiliates has the power, directly or indirectly, to control or direct the management or affairs of any such corporation or entity and is not involved in the management of such corporation or entity.

(c) Non-Solicitation Covenants. The Grantee covenants and agrees that during the Prohibited Period, the Grantee will not directly or indirectly (other than on behalf of a member of the Company Group): (i) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is an officer or employee of any member of the Company Group; or (ii) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company Group any of the Company Group's customers about which the Grantee obtained Confidential Information, with whom or which the Grantee had contact, or for whom or which the Grantee had responsibility on behalf of any member of the Company Group.

(d) Relief. The Grantee and the Company agree and acknowledge that the limitations as to time, geography, and scope of activity to be restrained as set forth in Section 6 are reasonable in all respects, not adverse to the public welfare, and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company Group, including the protection of its Confidential Information, trade secrets and goodwill. The Grantee and the Company also acknowledge that money damages would not be a sufficient remedy for any breach or threatened breach of this Section 6 or Section 5 above by the Grantee, and in the event of any such breach or threatened breach, the Company shall be entitled to enforce the provisions of this Section 6 or Section 5 above by causing the Grantee to immediately forfeit to the Company, without consideration, all Phantom Units that remain unvested and obtaining specific performance, injunctive relief and other equitable relief, without bond, as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Section 6 or Section 5 above, but shall be in addition to all remedies available at law or in equity, including the recovery of damages from the Grantee and the Grantee's agents.

(e) Reformation. The Grantee hereby represents to the Company that the Grantee has read and understands, and agrees to be bound by, the terms of this Section 6. It is the desire and intent of the parties that the provisions of this Section 6 be enforced to the fullest extent permitted under any applicable laws, whether now or hereafter in effect. The Company and the Grantee agree that the foregoing restrictions are reasonable under the circumstances and that any breach of the covenants contained in this Section 6 would cause irreparable injury to the Company Group. Nevertheless, if any of the aforesaid restrictions (or any portions thereof) are found by a court of competent jurisdiction to be unreasonable, overly broad, or otherwise unenforceable, the parties intend for the restrictions herein (and portions thereof) set forth to be

modified by the court making such determination so as to be reasonable and enforceable and, as so modified, to be fully enforced. By agreeing to this contractual modification prospectively at this time, the Company and the Grantee intend to make this provision enforceable under all applicable laws so that the entire non-competition and non-solicitation agreement of this Section 6 and this entire Agreement as prospectively modified shall remain in full force and effect and shall not be rendered void or illegal.

7. **Status of Stock.** The Grantee understands that the Stock has not been registered under the Securities Act or any state securities law and that the Company does not intend to effect any such registration prior to a Company IPO. The Grantee agrees that any Stock issued under this Agreement in settlement of the Phantom Units are being acquired for investment without a view to distribution, within the meaning of the Securities Act, and shall not be sold, transferred, assigned, pledged or hypothecated in the absence of (a) an effective registration statement for the sale of such Stock under the Securities Act and applicable state securities laws or (b) if requested by the Company, the delivery by the Company to the Company of a written opinion of legal counsel, who shall be satisfactory to the Company, addressed to the Company and satisfactory in form and substance to the Company's counsel, to the effect that an applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws is available. In addition to the terms and conditions provided herein, the Company may require that the Grantee make such covenants, agreements, and representations as the Board, in its sole discretion, deems advisable in order to comply with applicable laws, rules, regulations, or requirements. The Grantee also agrees that no Stock acquired under this Agreement will be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws.

8. **Transferability and Assignment.** This Agreement and the Phantom Units and the DERs granted hereunder may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee (or any permitted transferee) other than by will or the laws of descent and distribution. Any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be null, void and unenforceable against the Company Group.

9. **Tax Withholding.** Upon any taxable event arising in connection with the Phantom Units or the DERs, the Company Group shall have the authority and the right to deduct or withhold, or to require the Grantee to remit to a member of the Company Group, an amount sufficient to satisfy all applicable federal, state and local taxes (based on the minimum statutory withholding rates) required by law to be withheld with respect to such event. In satisfaction of the foregoing requirement, unless otherwise determined by the Board, the Company or another member of the Company Group shall withhold from the amount of cash or Stock, as applicable, otherwise payable to the Grantee, an amount of cash or Stock, as applicable, equal to the aggregate amount of taxes required to be withheld with respect to such event, provided that the amount of such withholding shall not exceed the aggregate amount of taxes required to be withheld based on the greatest statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income.

10. **Execution of Receipts and Releases.** Any payment of cash or any issuance or transfer of Stock or other property to the Grantee or the Grantee's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims

of such person hereunder. As a condition precedent to such payment or issuance, the Company may require the Grantee or the Grantee's legal representative, heir, legatee or distributee to execute a release and receipt therefor in such form as it shall determine appropriate; *provided, however*, that any review period under such release will not modify the date of settlement with respect to fully vested Phantom Units or DERs.

11. **General Provisions.**

(a) **Administration.** This Agreement shall at all times be subject to the terms and conditions of the Plan. The Board shall have sole and complete discretion with respect to all matters reserved to it by the Plan and all decisions of a majority of the Board with respect thereto and this Agreement shall be final and binding upon the Grantee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of the Plan shall control.

(b) **Tax Consultation.** The Grantee acknowledges and agrees that neither the Board nor any member of the Company Group has made any warranty or representation to the Grantee with respect to the income tax consequences of the grant, full vesting or settlement of the Phantom Units or the DERs or the transactions contemplated by this Agreement, and the Grantee represents that the Grantee is in no manner relying on such entities or any of their respective directors, managers, officers, employees or authorized representatives (including attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences. The Grantee represents that the Grantee has consulted with any tax consultants that the Grantee deems advisable in connection with the Phantom Units and DERs.

(c) **Successors.** This Agreement shall be binding upon the Grantee, the Grantee's legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.

(d) **No Liability for Good Faith Determinations.** The Company Group, and the members of the Board, shall not be liable for any act, omission or determination taken or made in good faith with respect to this Agreement or the Phantom Units granted hereunder.

(e) **Service Relationship.** Nothing in the adoption of the Plan, nor the award of the Phantom Units thereunder pursuant to this Agreement, shall confer upon the Grantee the right to a continued service relationship with any member of the Company Group or any other entity for any particular period of time, or affect in any way the right of any member of the Company Group or any other entity to terminate such service relationship at any time. Unless otherwise provided in a written agreement or by applicable law, the Grantee's service relationship with any member of the Company Group may be terminated at any time by either the Grantee or the Company or such other Company Group member for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such service relationship, and the cause of such termination, shall be determined by the Board or its delegate, and such determination shall be final, conclusive and binding for all purposes.

(f) Agreement to Furnish Information. The Grantee agrees to furnish to the Company all information requested by the Company to enable each member of the Company Group to comply with any reporting or other requirement imposed upon such member of the Company Group under applicable law.

(g) Entire Agreement. This Agreement (including Exhibit A) constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the Phantom Units granted hereby. Without limiting the scope of the preceding sentence, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Notwithstanding the foregoing, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all agreements and obligations that the Grantee has with or to any member of the Company Group (whether contained in a prior written agreement, at common law, by statute or otherwise) with regard to (i) confidentiality and the non-use, non-disclosure, return and protection of trade secrets, confidential and proprietary information and materials and Company Group property and (ii) non-competition, or non-solicitation of officers, employees or customers.

(h) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law principles thereof.

(i) Amendments. The Board may, in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; provided, however, that except as otherwise provided in the Plan or this Agreement, any such amendment that materially reduces the rights of the Grantee shall be effective only if it is in writing and signed by both the Grantee and an authorized officer of the Company.

(j) Clawback. The Grantee acknowledges that the Phantom Units granted and the Stock (if any) issued hereunder are subject to clawback as provided in Section 8(p) of the Plan.

(k) Lock-Up Agreement. If requested by the Company and, if applicable, any underwriter in connection with (i) a Company IPO or (ii) any transaction involving the Company Group, the Grantee agrees not to directly or indirectly offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of or otherwise dispose of or transfer any Stock or equity securities of the Company, as applicable, held by the Grantee or her for such period, which for a public offering shall not to exceed 180 days following the effective date of the relevant registration statement filed under the Securities Act in connection with such public offering, as the Company and any underwriter shall specify reasonably and in good faith. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such 180-day period. Notwithstanding the foregoing, the 180-day period may be extended in the discretion of the Company for up to such number of additional days as is deemed necessary by such underwriter or the Company to continue coverage by research analysts in accordance with FINRA Rule 2711 or any successor or other applicable rule.

(l) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Grantee agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that any member of the Company Group may be required to deliver (including, without limitation, grant or award notifications and agreements and all other forms of communications) in connection with this and any other award made or offered by the Company under the Plan. Electronic delivery may be made via the electronic mail system of a member of the Company Group or by reference to a location on an intranet site to which the Grantee has access. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Grantee's electronic signature is the same as, and shall have the same force and effect as, the Grantee's manual signature.

(m) Third-Party Beneficiaries. Each member of the Company Group that is not a party to this Agreement shall be a third-party beneficiary of the Grantee's representations and covenants under Sections 5 and 6 and shall be entitled to enforce such obligations as if a party hereto.

(n) Severability. Any provision of this Agreement (or part thereof) that is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof (or parts hereof), and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(o) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

(p) Code Section 409A. None of the Phantom Units, DERs or any amounts payable pursuant to this Agreement are intended to constitute or provide for a deferral of compensation that is subject to Section 409A. Nevertheless, to the extent that the Board determines that the Phantom Units or DERs may not be exempt from Section 409A, then, if the Grantee is deemed to be a "specified employee" within the meaning of Section 409A, as determined by the Board, at a time when the Grantee becomes eligible for settlement of the Phantom Units or DERs upon his "separation from service" within the meaning of Section 409A, then, to the extent necessary to prevent any accelerated or additional tax under Section 409A, such settlement will be delayed until the earlier of: (a) the date that is six months following the Grantee's separation from service and (b) the Grantee's death. Notwithstanding the foregoing, neither the Company nor any other member of the Company Group makes any representations that the payments provided under this Agreement are exempt from or compliant with Section 409A and in no event shall the Company or any other member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A.

[Remainder of Page Intentionally Blank;
Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Grantee has executed this Agreement as of the _____ day of _____, effective for all purposes as provided above.

QUINTANA ENERGY SERVICES INC.

By: _____
Name: _____
Title: _____

GRANTEE

SIGNATURE PAGE TO
PHANTOM UNIT AGREEMENT

EXHIBIT A

CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

“**Business**” means the business in which the Company Group is engaged and for which the Grantee has responsibility during the period of time that the Grantee is providing services to a member of the Company Group, which business includes, without limitation, the business of comprehensive oilfield services, including directional drilling, pressure control, pressure pumping and wireline.

“**Change in Control**” means the consummation of any transaction (or series of transactions within a 12-month period) in which, immediately following the consummation of such transaction or transactions, (a) either (i) a Person that is not part of the Quintana Group and is not a member of Archer Holdco LLC, Robertson QES Investment LLC or Geveran Investments Ltd. (as determined immediately prior to such transaction or transactions) beneficially owns (as determined pursuant to Rule 13d-3 of the Exchange Act) a majority in voting power of Stock (or other equity interests in the Company) outstanding immediately prior to such transaction or transactions, or (ii) both (1) the members of the Quintana Group, Archer Holdco LLC, Robertson QES Investment LLC and Geveran Investments Ltd., collectively, cease to collectively own a majority in voting power of Stock (or other equity interests in the Company) outstanding immediately prior to such transaction or transactions and cease to have the power to elect a majority of the directors of the Company (or other Persons serving in a similar capacity or otherwise authorized to direct the policies and management of the Company), and (2) Persons that are not part of the Quintana Group and are not members of Archer Holdco LLC, Robertson QES Investment LLC or Geveran Investments Ltd. (as determined immediately prior to the consummation of such transaction or transactions), but constituting not less than two separate beneficial owners (as determined pursuant to Rule 13d-3 of the Exchange Act) collectively own a majority in voting power of Stock (or other equity interests in the Company) outstanding immediately prior to the consummation of such transaction or transactions; or (b) that constitutes the sale or disposition of assets of the Company Group having a gross Fair Market Value of 50% or more of the total gross Fair Market Value of all of the consolidated assets of the Company Group (other than such a sale or disposition immediately after which such assets are owned directly or indirectly by the owners of the Company in substantially the same proportions as their ownership of Stock immediately prior to such sale or disposition).

“**Disability**” means the Grantee’s inability to perform the Grantee’s duties to the Company Group (after accounting for reasonable accommodation, if applicable) due to any medically determinable physical or mental impairment that is expected to last for a period of 12 months or longer or to result in death.

“**Eligible Investor**” means an investor other than Archer Holdco LLC, Robertson QES Investment LLC or Geveran Investments Ltd. who, as of a given date, owns 10% or more of the voting power of the equity interests in the Company.

“Prohibited Period” means the period in which the Grantee is providing services to a member of the Company Group and continuing through the date that is 12 months after the date that the Grantee is no longer providing services to any member of the Company Group,

“Quintana Group” means Quintana Energy Partners, L.P., Consolidated TE Blocker, Inc., Consolidated FI Blocker, Inc., Directional TE Blocker, Inc. and Directional FI Blocker, Inc. and any entity directly or indirectly affiliated with such entities, including subsidiaries of such entities directly or indirectly controlling or controlled by any of the foregoing, or such entities, and investment vehicles to which investment management services are provided, other than the Company and its subsidiaries.

“Restricted Area” means the States of Kansas, New Mexico, Ohio, Oklahoma, Pennsylvania, Texas, West Virginia and Wyoming.

“Reverse Merger” means any transaction or event that is not a Change in Control and the result of which is that Stock is (or is converted into equity securities of another issuer that is) listed for trading on a national securities exchange registered under section 6(a) of the Exchange Act.

“Specified Transaction” means (a) a Company IPO; (b) a Reverse Merger; or (c) a Sponsor Consolidation.

“Sponsor Consolidation” means the consummation of any transaction (or series of transactions within a 12-month period) in which, immediately following the consummation of such transaction or transactions, either (a) (i) Archer Holdco LLC, its Affiliates or its members, (ii) Robertson QES Investment LLC, its Affiliates or its members, (iii) Geveran Investments Ltd., its affiliates or its members or (iv) an Eligible Investor, its Affiliates or its owners, in each case, acquire 75% or more of the voting power of Stock (or other equity interests in the Company) outstanding immediately prior to the consummation of such transaction or transactions or (b) (i) Archer Holdco LLC and Robertson QES Investment LLC, their respective Affiliates or their respective members, acting as a group, (ii) Archer Holdco and Geveran Investments Ltd., their respective Affiliates or their respective members, acting as a group, (iii) Robertson QES Investment LLC and Geveran Investments Ltd., their respective Affiliates or their respective members, acting as a group, (iv) Archer Holdco LLC, Robertson QES Investment LLC and Geveran Investments Ltd., their respective Affiliates or their respective members, acting as a group, (v) Archer Holdco LLC and an Eligible Investor, their respective Affiliates or their respective owners, acting as a group, (vi) Robertson QES Investment LLC and an Eligible Investor, their respective Affiliates or their respective owners, acting as a group, (vii) Geveran Investments Ltd. and an Eligible Investor, their respective Affiliates or their respective owners, acting as a group or (viii) two or more Eligible Investors, their respective Affiliates or owners, acting as a group, in each case, acquire 75% or more of Stock (or other equity interests in the Company) outstanding immediately prior to the consummation of such transaction or transactions. Notwithstanding the foregoing, any transaction in which Archer Holdco LLC acquires a majority of the voting power of the equity interests in Geveran Investments Ltd. shall not be treated as a Sponsor Consolidation for purposes of this Agreement.

EXHIBIT A-2

Vinson & Elkins

February 13, 2018

Quintana Energy Services Inc.
1415 Louisiana Street, Suite 2900
Houston, Texas 77002

Ladies and Gentlemen:

We have acted as counsel for Quintana Energy Services Inc., a Delaware corporation (the “Company”), in connection with the Company’s registration under the Securities Act of 1933, as amended (the “Act”), of the offer and sale of an aggregate of up to 5,257,215 shares (the “Shares”) of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), pursuant to the Company’s registration statement on Form S-8 (the “Registration Statement”) to be filed with the Securities and Exchange Commission on February 13, 2018, which Shares consist of (a) 3,300,000 shares of Common Stock reserved and available for delivery with respect to awards under the Quintana Energy Services Inc. 2018 Long Term Incentive Plan, as amended from time to time (the “2018 Plan”), (b) 330,000 shares of Common Stock that may again become available for delivery with respect to awards under the 2018 Plan pursuant to the share counting, share recycling and other terms and conditions of the 2018 Plan and (c) 1,627,215 shares of Common Stock subject to outstanding awards under the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan, as amended from time to time (the “Legacy Plan”). The Shares may be issued from time to time in accordance with the terms of the 2018 Plan or the Legacy Plan, as applicable.

In reaching the opinions set forth herein, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and such statutes, regulations and other instruments as we deemed necessary or advisable for purposes of this opinion, including (i) the Registration Statement, (ii) certain resolutions adopted by the board of directors of the Company, (iii) the 2018 Plan and the Legacy Plan, and (iv) such other certificates, instruments, and documents as we have considered necessary for purposes of this opinion. As to any facts material to our opinions, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, upon certificates of public officials and officers or other representatives of the Company.

We have assumed (i) the legal capacity of all natural persons, (ii) the genuineness of all signatures, (iii) the authority of all persons signing all documents submitted to us on behalf of the parties to such documents, (iv) the authenticity of all documents submitted to us as originals, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) that all information contained in all documents reviewed by us is true, correct and complete, and (vii) that the Shares will be issued in accordance with the terms of the 2018 Plan or the Legacy Plan, as applicable.

Based on the foregoing and subject to the limitations set forth herein, and having due regard for the legal considerations we deem relevant, we are of the opinion that the Shares have been duly authorized and, when the Shares are issued by the Company in accordance with the terms of the 2018 Plan or the Legacy Plan, as applicable, and the instruments executed pursuant to the 2018 Plan or the Legacy Plan, as applicable, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited in all respects to the General Corporation Law of the State of Delaware. We express no opinion as to any other law or any matter other than as expressly set forth above, and no opinion as to any other law or matter may be inferred or implied herefrom. The opinions expressed herein are rendered as of the date hereof and we expressly disclaim any obligation to update this letter or advise you of any change in any matter after the date hereof.

Vinson & Elkins LLP Attorneys at Law

Austin Beijing Dallas Dubai Hong Kong Houston London Moscow New York
Palo Alto Richmond Riyadh San Francisco Taipei Tokyo Washington

1001 Fannin Street, Suite 2500
Houston, TX 77002-6760

Tel +1.713.758.2222 **Fax** +1.713.758.2346 **www.velaw.com**

This opinion may be filed as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Vinson & Elkins LLP

Vinson & Elkins LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 25, 2017 relating to the financial statement of Quintana Energy Services Inc., which appears in Quintana Energy Services Inc.'s Registration Statement on Form S-1 (No. 333-219837).

/s/ PricewaterhouseCoopers LLP

Houston, Texas
February 13, 2018

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Quintana Energy Services Inc. of our report dated April 25, 2017, except with respect to our opinion on the consolidated financial statements insofar as it relates to subsequent events described in Note 19 as to which the date is January 18, 2018, relating to the financial statements of Quintana Energy Services LP, which appears in Quintana Energy Services Inc.'s Registration Statement on Form S-1 (No. 333-219837).

/s/ PricewaterhouseCoopers LLP

Houston, Texas
February 13, 2018

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Quintana Energy Services Inc. of our report dated April 25, 2017 relating to the financial statements of the Archer Well Services Entities, which appears in Quintana Energy Services Inc.'s Registration Statement on Form S-1 (No. 333-219837).

/s/ PricewaterhouseCoopers LLP

Houston, Texas
February 13, 2018