UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (date of earliest event reported): **July 28, 2020 (July 28, 2020)**

KLX Energy Services Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-38609**	**36-4904146**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
1300 Corporate Center Way, Wellington, Florida		**33414-2105**
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code: **(561) 383-5100**

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

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

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

Title of each class:	**Trading Symbol(s)**	**Name of each exchange on which registered:**
Common Stock, $0.01 Par Value	KLXE	The Nasdaq Global Select Market

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

Emerging growth company ☒

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

INTRODUCTORY NOTE

On July 28, 2020, pursuant to the Agreement and Plan of Merger, dated as of May 3, 2020 (the "Merger Agreement"), by and among KLX Energy Services Holdings, Inc. ("KLXE" or the "Company"), Krypton Intermediate, LLC, an indirect wholly owned subsidiary of KLXE ("Acquiror"), Krypton Merger Sub, Inc., an indirect wholly owned subsidiary of KLXE ("Merger Sub"), and Quintana Energy Services Inc. ("QES"), KLXE completed the previously announced acquisition of QES, by means of a merger of Merger Sub with and into QES, with QES surviving the merger as a wholly owned subsidiary of KLXE (the "Merger").

Item 2.01. Completion of Acquisition or Disposition of Assets.

In accordance with the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each issued and outstanding share of QES common stock, par value $0.01 per share (the "QES Common Stock"), was automatically converted into the right to receive 0.0969 shares (the "Exchange Ratio") of KLXE common stock, par value $0.01 per share (the "KLXE Common Stock"), which Exchange Ratio reflects adjustment for the 1-for-5 reverse stock split of the KLXE Common Stock effected immediately prior to the consummation of the Merger. No fractional shares of KLXE Common Stock have been or will be issued in the Merger, and holders of QES Common Stock have received or will receive cash in lieu of any fractional shares of KLXE Common Stock.

In addition, in accordance with the Merger Agreement, at the Effective Time, QES restricted stock units held by employees were automatically converted into corresponding restricted stock units with respect to shares of KLXE Common Stock (the "Converted Awards") based on the Exchange Ratio, with performance criteria deemed satisfied based on achievement levels set forth in the Merger Agreement. Following the Effective Time, the Converted Awards will otherwise continue to be governed by the same terms and conditions as applicable to such awards prior to the Effective Time, including with respect to service-based vesting. QES phantom units and non-employee director restricted stock units vested at the Effective Time in accordance with the terms of the underlying award agreements and were cancelled in exchange for shares of KLXE Common Stock based on the Exchange Ratio.

In connection with the closing of the Merger, KLXE expects to issue approximately 3.3 million shares of KLXE Common Stock to holders of QES Common Stock, and approximately 244,000 shares of KLXE Common Stock to holders of QES phantom awards and restricted stock units that are settled in KLXE Common Stock or are converted to KLXE restricted stock units in connection with closing, at such times that the phantom awards and restricted stock units vest and/or are settled in accordance with their terms and the terms of the Merger Agreement.

The shares of KLXE Common Stock issued in connection with the Merger were registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to KLXE's registration statement on Form S-4 (File No. 333-238870), initially filed with the Securities and Exchange Commission (the "Commission") on June 2, 2020, and declared effective by the Commission on June 29, 2020 (the "Registration Statement").

The description of the Merger Agreement contained in this Item 2.01 does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to KLXE's Current Report on Form 8-K filed on May 4, 2020 and is incorporated herein by reference.

The information set forth in the "Introductory Note" of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

Item 3.03. Material Modification to Rights of Security Holders.

As previously disclosed, at the annual meeting of KLXE's stockholders held on July 24, 2020 (the "KLXE Annual Meeting"), KLXE's stockholders approved, among other proposals, an amendment to the amended and restated certificate of incorporation of KLXE (the "Reverse Stock Split Amendment") to effect a reverse stock split of KLXE common stock at a ratio within a range of 1-for-5 and 1-for-10, as determined by KLXE's Board of Directors (the "Reverse Stock Split"). The KLXE Board of Directors resolved to implement the Reverse Stock Split at a ratio of 1-for-5.

On July 27, 2020, KLXE filed the Reverse Stock Split Amendment with the Delaware Secretary of State to effect the Reverse Stock Split. The Reverse Stock Split Amendment became effective on July 28, 2020, immediately prior to consummation of the Merger. As a result of the Reverse Stock Split, the number of issued and outstanding shares of KLXE Common Stock immediately before the Reverse Stock Split was reduced to a smaller number of shares, such that every five shares of KLXE Common Stock held by a stockholder immediately before the Reverse Stock Split were combined and reclassified into one share of KLXE Common Stock. Immediately following the Reverse Stock Split (but before consummation of the Merger), there were approximately 5.0 million shares of KLXE Common Stock outstanding.

Immediately following the Reverse Stock Split and consummation of the Merger, there were approximately 8.3 million shares of KLXE Common Stock outstanding (including the approximately 5.0 million shares of KLXE Common Stock outstanding immediately after the Reverse Stock Split and immediately before consummation of the Merger).

The foregoing description of the Reverse Stock Split Amendment is not complete and is subject to and qualified in its entirety by reference to the Reverse Stock Split Amendment, a copy of which is attached hereto as Exhibit 3.1, and is incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Board of Directors

Upon the closing of the Merger and pursuant to the terms of the Merger Agreement the size of the KLXE Board of Directors was increased from eight members to nine members. In connection with the Merger and pursuant to the terms of the Merger Agreement, each of Benjamin A. Hardesty, Amin J. Khoury and Theodore L. Weise submitted letters of resignation and ceased to be directors of the KLXE Board of Directors effective as of the Effective Time. Mr. Hardesty was a member of the Audit Committee and the Nominating and Corporate Governance Committee. Mr. Weise was a member of the Audit Committee and the Nominating and Corporate Governance Committee. There were no disagreements between the directors tendering their resignations and KLXE on any matter relating to the Company's operations, policies or practices. John T. Collins also submitted a letter of resignation as a Class III director, effective as of the Effective Time, and was immediately thereafter reappointed as a Class II director and non-Executive Chairman of the KLXE Board of Directors.

In connection with the Merger and pursuant to the terms of the Merger Agreement, each of Dalton Boutté, Jr., Gunnar Eliassen, Corbin J. Robertson, Jr. and Dag Skindlo was appointed to the KLXE Board of Directors, effective as of the Effective Time, as a Class III director, Class I director, Class III director and Class II director, respectively. After giving effect to such resignations and appointments and immediately following the Effective Time, the KLXE Board of Directors consists of the following individuals:

Name	Class
Gunnar Eliassen	Class I
Richard G. Hamermesh	Class I
John T. Whates, Esq.	Class I
John T. Collins	Class II
Dag Skindlo	Class II
Stephen M. Ward, Jr.	Class II
Dalton Boutté, Jr.	Class III
Thomas P. McCaffrey	Class III
Corbin J. Robertson, Jr.	Class III

The KLXE Board is divided into three classes of directors. Directors of each class are elected for three-year terms, and each year the KLXE stockholders elect one class of directors. The directors designated as Class III directors have terms expiring at the 2021 annual meeting of stockholders, the directors designated as Class I directors have terms expiring at the 2022 annual meeting of stockholders, and the directors designated as Class II directors have terms expiring at the 2023 annual meeting of stockholders.

Upon consummation of the Merger the KLXE Board of Directors had four standing committees: an Audit Committee, a Compensation Committee, a Nominating and Corporate Governance Committee and an Integration Committee. Following the Effective Time, the following directors serve as members of the committees:

Audit Committee: John T. Whates (Chairman), Richard G. Hamermesh, Gunnar Eliassen and Dag Skindlo

Compensation Committee: Dalton Boutté, Jr. (Chairman), Stephen M. Ward, Jr., Richard G. Hamermesh and Gunnar Eliassen

Nominating and Corporate Governance Committee: Richard G. Hamermesh (Chairman), Stephen M. Ward, Jr., John T. Whates, Dalton Boutté, Jr., Gunnar Eliassen and Dag Skindlo

Integration Committee: Thomas P. McCaffrey (Chairman), Stephen M. Ward, Jr., Dalton Boutté, Jr., and Corbin J. Robertson, Jr.

Information about compensation arrangements for KLXE's directors can be found in the section of KLXE's Definitive Proxy Statement on Form 14A, filed with the Commission on May 30, 2019, entitled "Compensation of Directors" and is incorporated herein by reference. The information required by Item 404(a) of Regulation S-K with respect to each of the newly appointed members of the KLXE Board of Directors is set forth in the section of the Registration Statement entitled "The Merger— Interests of QES Directors and Executive Officers in the Merger—Related Party Transactions," and is incorporated herein by reference.

In addition, in connection with Mr. Collins reappointment to the KLXE Board of Directors, the Company entered into a letter agreement with Mr. Collins (the "Collins Letter Agreement"), providing for an annual cash retainer of $250,000 for the period commencing on July 28, 2020 and ending on the final date of Mr. Collins' term on the KLXE Board of Directors or his earlier resignation or removal from the KLXE Board of Directors. The foregoing description of the Collins Letter Agreement does not purport to be complete and is qualified in its entirety by the full text of the Collins Letter Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Officers

Upon the Effective Time, Christopher J. Baker was appointed as President and Chief Executive Officer, Keefer M. Lehner was appointed as Executive Vice President and Chief Financial Officer, Max L. Bouthillette was appointed as Executive Vice President, General Counsel and Chief Compliance Officer and Geoffrey C. Stanford was appointed as Chief Accounting Officer. Set forth below is biographical information regarding the officers named above:

Geoffrey C. Stanford, age 53, has served as Vice President and Chief Accounting Officer of QES since May of 2018, and will serve as Vice President and Chief Accounting Officer of KLXE. Prior to joining QES, Mr. Stanford served as Vice President of Accounting for Amedisys Inc. from 2016 to 2018 and Vice President and Chief Accounting Officer for Willbros Group, Inc from 2012 to 2016. Mr. Stanford has more than 20 years of accounting experience for oilfield construction and services companies. Mr. Stanford began his career at PricewaterhouseCoopers. Mr. Stanford attended Louisiana State University – Baton Rouge, where he earned a B.S. in Accounting and a B.S. in Finance, and Tulane University, where he earned an M.B.A. Mr. Stanford is a licensed and certified public accountant in the state of Louisiana and Texas. There are no arrangements or understandings between Mr. Stanford and any other persons, pursuant to which he was appointed as Chief Accounting Officer, no family relationships among any of KLXE's directors or executive officers and Mr. Stanford and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Information about each of Christopher J. Baker, Keefer M. Lehner and Max L. Bouthillette, including their business experience, is set forth in the Registration Statement in the section entitled "Management of KLXE Following the Merger." Information about compensatory arrangements for Messrs. Baker, Lehner and Bouthillette can be found in the section of the Registration Statement entitled "The Merger—Interests of QES's Directors and Executive Officers in the Merger" and is incorporated herein by reference. The information required by Item 404(a) of Regulation S-K with respect to each of the newly appointed officers of KLXE listed above is set forth in the Registration Statement in the section entitled "The Merger—Interests of QES Directors and Executive Officers in the Merger—Related Party Transactions," and is incorporated herein by reference.

On May 3, 2020, in connection with the parties' entry into the Merger Agreement, KLXE entered into employment agreements with each of Messrs. Baker (the "Baker Agreement"), Lehner (the "Lehner Agreement"), and Bouthillette (the "Bouthillette Agreement" and collectively, the "Employment Agreements"), which became effective upon the Effective Time. Information about the Employment Agreements can be found in the section of the Registration Statement entitled "The Merger—Interests of QES's Directors and Executive Officers in the Merger—Employment Agreements with KLXE" and is incorporated herein by reference.

The foregoing description of the Employment Agreements does not purport to be complete and is qualified in its entirety by the full text of the Employment Agreements, which are filed as Exhibits 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and are incorporated herein by reference.

On May 3, 2020, in connection with the parties' entry into the Merger Agreement, KLXE entered into an employment agreement with Mr. Stanford (the "Stanford Agreement") on substantially similar terms as his prior employment agreement with QES, which became effective upon the Effective Time. The Stanford Agreement provides for a two-year term beginning on the Effective Date and ending on the second anniversary of the Effective Date, with an automatic renewal for an additional one-year term on such second anniversary and each subsequent anniversary thereafter unless either party provides notice of non-renewal. The Stanford Agreement generally outlines Mr. Stanford's duties and positions and provides for (i) an annualized base salary of $270,000, (ii) a target annual bonus equal to 50% of his base salary, (iii) eligibility to participate in any equity compensation arrangements or plans offered to senior executives, (iv) an automobile allowance of $1,200 per month, and (v) entitlement to benefits made generally available by KLXE to other senior executives.
In addition, the Stanford Agreement provides that upon a termination of Mr. Stanford's employment by KLXE without cause, resignation for good reason, or due to disability, Mr. Stanford will be entitled to receive: (i) the pro-rata value through the date of termination of his target bonus for the year in which the termination occurs, (ii) a lump sum payment equal to one times his base salary, (iii) an amount equal to one times his target bonus for the year in which the termination occurs, and (iv) for a period of 18 months following such termination, reimbursement of premiums paid by Mr. Stanford pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 to continue coverage in KLXE's health, dental and vision insurance plans in which Mr. Stanford and/or his dependents participated immediately prior to the termination (the "COBRA Premium").

Under the Stanford Agreement, if Mr. Stanford's employment is terminated for good reason or without cause within 12 months of a change in control, which includes the closing of the Merger, then in lieu of the severance benefits described in the preceding paragraph, Mr. Stanford will be entitled to receive: (i) the pro-rata value through the date of termination of his target bonus for the year in which the termination occurs, (ii) a lump sum payment equal to two times his base salary, (iii) an amount equal to two times his target bonus for the year in which the termination occurs, and (iv) for a period of 18 months following such termination, reimbursement of the COBRA Premium.

Mr. Stanford held QES restricted stock units immediately prior to the Effective Time, which were treated in accordance with the manner described in Item 2.01 of this Current Report on Form 8-K.

Additionally, in connection with the Merger and pursuant to the terms of the Merger Agreement, each of Thomas P. McCaffrey and Heather Floyd submitted letters of resignation and ceased to be officers of the Company effective as of the Effective Time. Information about compensatory arrangements for Mr. McCaffrey and Ms. Floyd in connection with their resignation can be found in the section of the Registration Statement entitled "The Merger—Interests of KLXE's Directors and Executive Officers in the Merger" and is incorporated herein by reference. The foregoing description of the compensatory arrangements for Mr. McCaffrey and Ms. Floyd in connection with their resignation is qualified in its entirety by the full text of the Separation Agreements and Mutual Releases, which are filed as Exhibits 10.5 and 10.6 to this Current Report on Form 8-K and are incorporated herein by reference.

Following the consummation of the Merger, Ms. Floyd will provide certain consulting services to KLX Energy Services LLC, a wholly owned subsidiary of the Company ("KLXE Services") pursuant to the terms and conditions of that certain Independent Contractor Services Agreement, by and between Ms. Floyd and KLXE Services, dated as of July 28, 2020 (the "Consulting Agreement"). Pursuant to the Consulting Agreement, KLXE Services will pay Ms. Floyd a bi-weekly rate for services provided, and reimburse Ms. Floyd for certain expenses that are pre-approved in writing by KLXE Services. The Consulting Agreement will be automatically terminated on September 30, 2020, unless extended by the parties' mutual written consent. The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by the full text of the Consulting Agreement, which is filed as Exhibit 10.7 to this Current Report on Form 8-K and is incorporated herein by reference.

Compensation Plans

KLXE Employee Stock Purchase Plan Amendment

On July 24, 2020, as previously disclosed on KLXE's Current Report on Form 8-K, filed on July 24, 2020, KLXE's stockholders approved an amendment to KLXE's Employee Stock Purchase Plan (the "KLXE ESPP Amendment"), pursuant to which the total number of shares of KLXE Common Stock reserved for issuance under the ESPP was increased by 1,500,000 shares, as adjusted to give effect to the Reverse Stock Split.

A description of the KLXE ESPP Amendment is included in the Registration Statement, under the section entitled "KLXE Proposal 5—Amendment to the KLXE Employee Stock Purchase Plan" and is incorporated herein by reference.

The foregoing description of the KLXE ESPP Amendment does not purport to be complete and is qualified in its entirety by the full text of the KLXE ESPP Amendment which is filed as Exhibit 10.8 to this Current Report on Form 8-K and incorporated herein by reference.

QES Equity Plans

In accordance with the terms of the Merger Agreement KLXE assumed, upon the Effective Time, the Quintana Energy Services Inc. 2018 Long Term Incentive Plan ("QES LTIP") and the Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan (the "QES A&R LTIP"). Information about the QES LTIP and the QES A&R LTIP can be found in QES's Current Report on Form 8-K (File No. 001-38383), filed with the Commission on February 14, 2018. The foregoing descriptions of the QES LTIP and the QES A&R LTIP do not purport to be complete and are qualified in their entirety by the full text of the QES LTIP and the QES A&R LTIP which are filed as Exhibits 10.9 and 10.10 to this Current Report on Form 8-K and incorporated herein by reference.

The information set forth in the "Introductory Note" and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Item 5.03. Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year.

To the extent required by Item 5.03 of Form 8-K, the information contained in Item 2.01 and Item 3.03 of this Current Report on Form 8-K is incorporated by reference herein.

Item 8.01 Other Events

On July 28, 2020, KLXE and QES issued a joint press release announcing the completion of the Merger. A copy of the press release is attached as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(a) Financial statements of businesses acquired.

The audited consolidated balance sheets of QES and its subsidiaries as of December 31, 2019 and 2018, and the related consolidated statements of operations, of shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2019 were previously filed with and included in the Registration Statement, beginning on page P-70, and are incorporated herein by reference.

The condensed consolidated balance sheets of QES and its subsidiaries as of March 31, 2020 (unaudited) and December 31, 2019, and the related condensed consolidated statements of operations (unaudited), of shareholders' equity (unaudited) and of cash flows (unaudited) for the three months ended March 31, 2020 and 2019 were previously filed with and included in the Registration Statement, beginning on page V-3, and are incorporated herein by reference.

(b) Pro forma financial information.

The pro forma financial information required by this item was previously filed with and included in the Registration Statement under the section titled "*Unaudited Pro Forma Condensed Combined Financial Statements*" and is incorporated herein by reference.

(d) Exhibits

3.1	Certificate of Amendment of Amended and Restated Certificate of Incorporation of KLX Energy Services Holdings, Inc.
10.1	Letter Agreement, dated as of July 28, 2020, between John T. Collins and KLX Energy Services Holdings, Inc.
10.2	Executive Employment Agreement, dated as of May 3, 2020, between Christopher J. Baker and KLX Energy Services Holdings, Inc.
10.3	Executive Employment Agreement, dated as of May 3, 2020, between Max L. Bouthillette and KLX Energy Services Holdings, Inc.
10.4	Executive Employment Agreement, dated as of May 3, 2020, between Keefer M. Lehner and KLX Energy Services Holdings, Inc.
10.5	Separation Agreement and Mutual Release, dated as of July 28, 2020, by and between KLX Energy Services Holdings, Inc. and Thomas P. McCaffrey.
10.6	Separation Agreement and Mutual Release, dated as of July 28, 2020, by and between KLX Energy Services Holdings, Inc. and Heather Floyd.
10.7	Independent Contractor Services Agreement, dated as of July 28, 2020, by and between KLX Energy Services LLC and Heather Floyd.
10.8	Amendment No. 1 to the KLX Energy Services Holdings, Inc. Employee Stock Purchase Plan.
10.9	Quintana Energy Services Inc. 2018 Long Term Incentive Plan (Incorporated by reference to Exhibit 10.1 of Quintana Energy Services Inc.'s Current Report on Form 8-K filed on February 14, 2018).
10.10	Quintana Energy Services Inc. Amended and Restated Long-Term Incentive Plan (Incorporated by reference to Exhibit 10.2 of Quintana Energy Services Inc.'s Current Report on Form 8-K filed on February 14, 2018).
99.1	Press Release, dated July 28, 2020

SIGNATURE

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

Dated: July 28, 2020

KLX ENERGY SERVICES HOLDINGS, INC.

By: /s/ Christopher J. Baker
Name: Christopher J. Baker
Title: President and Chief Executive Officer

Exhibit 3.1

CERTIFICATE OF AMENDMENT OF AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF KLX ENERGY SERVICES HOLDINGS, INC.

KLX Energy Services Holdings, Inc. (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify that:

ONE: Paragraph 1 of Article IV of the Corporation's Amended and Restated Certificate of Incorporation is hereby amended to add the following at the end of Paragraph 1, which shall read in its entirety as follows:

"Upon the effectiveness of the filing of this Certificate of Amendment (the "Effective Time"), the shares of common stock, par value $0.01 per share, issued and outstanding or held in treasury immediately prior to the Effective Time (the "Old Common Stock") shall be reclassified into a smaller number of shares of Common Stock such that each five (5) to ten (10) shares of Old Common Stock are reclassified as one (1) share of Common Stock, the exact ratio within such range to be determined by the Board of Directors of the Corporation prior to the Effective Time and publicly announced by the Corporation (such reclassification, the "Reverse Stock Split"). No fractional shares shall be issued in connection with the Reverse Stock Split. Stockholders who otherwise would be entitled to receive a fractional share of Common Stock shall be entitled to receive a cash payment (without interest) equal to the fractional share of Common Stock to which such stockholder would otherwise be entitled multiplied by the closing sales price of a share of the Corporation's Common Stock (as adjusted to give effect to the Reverse Stock Split) as reported on The Nasdaq Stock Market, LLC on the date this amendment to the Amended and Restated Certificate of Incorporation is filed with the Secretary of State of the State of Delaware.

Each stock certificate that represented shares of Old Common Stock shall, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent that number of whole shares of Common Stock into which such shares of Old Common Stock shall have been reclassified pursuant to the Reverse Stock Split (as well as the right to receive cash in lieu of fractional shares of Common Stock after the effectiveness of the Reverse Stock Split), until the same shall be surrendered for transfer or exchange. As soon as practicable after the effectiveness of the Reverse Stock Split and, if applicable in the case of shares of Old Common Stock represented by one or more certificates, the Corporation shall, upon surrender of such certificate(s) (or, in the case of any certificate that is alleged to have been lost, stolen or destroyed, an affidavit of loss and an indemnity reasonably satisfactory to the Corporation) (a) issue and deliver, or cause to be issued and delivered, to each holder of shares of Old Common Stock, or to his, her or its nominees, either a stock certificate or stock certificates or a notice of a book-entry made by the Corporation in its stock records, as applicable, for the number of whole shares of Common Stock into which the number of shares of Old Common Stock shall have been reclassified pursuant to the Reverse Stock Split and (b) pay, or cause to be paid, cash in lieu of any fraction of a share of Common Stock resulting from the Reverse Stock Split."

TWO: This amendment was approved and declared advisable by the Board and duly adopted by the stockholders in accordance with the provisions of Section 242 of the DGCL.

THREE: This Certificate of Amendment shall become effective at 12:01 a.m. on July 28, 2020.

[signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President, Chief Executive Officer and Chief Financial Officer on this 27th of July, 2020.

KLX ENERGY SERVICES HOLDINGS, INC.

By: /s/ Thomas P. McCaffrey
Name: Thomas P. McCaffrey
Title: President, Chief Executive Officer and Chief Financial Officer

Exhibit 10.1

KLX Energy Services Holdings, Inc.
1300 Corporate Center Way
Wellington, Florida 33414-2105

July 28, 2020

John T. Collins
209 Via Tortuga
Palm Beach, FL 33480

Dear John:

In connection with and effective immediately following the consummation of the transactions (the "Merger") contemplated by that certain Agreement and Plan of Merger, dated as of May 3, 2020, by and among KLX Energy Services Holdings, Inc. (the "Company"), a Delaware corporation, Krypton Intermediate, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Company, Krypton Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of the Company and Quintana Energy Services Inc., a Delaware corporation, you have resigned from your position as a Class III Director on the Board of Directors (the "Board") of the Company, and the Board has re-appointed you to the Board as a Class II Director. The Board has additionally approved your appointment as Non-Executive Chairman ("Chairman") of the Board for the period commencing immediately following the consummation of the Merger and ending on the final date of your current Board term as a Class II Director or, if earlier, the date of your resignation or removal from the Board (such period, the "Term"). During the Term, you shall render such services as are customarily associated with the position of Chairman and such other services as the Company may, from time to time, reasonably require of you consistent with such position.

During the Term, as compensation for performing your services as Chairman, you shall receive an annual cash retainer equal to $250,000, which retainer shall be earned on a monthly basis, and paid by the Company on a quarterly basis in arrears not later than the 15th day following the end of each calendar quarter. Upon termination of the Term for any reason, you shall be paid any earned but unpaid portion of the retainer for any completed months in the applicable calendar quarter. During the Term, you shall be eligible to receive annual equity awards under the Company's Long-Term Incentive Plan or any successor plan thereto that are substantially consistent with those granted to other non-employee members of the Board, as such equity awards may be determined from time to time by the Board. During the Term, your outstanding restricted shares shall continue to remain outstanding subject to their terms.

During the Term, you shall be entitled to any rights and benefits pursuant to the Company's travel policy (including, without limitation, business use of the Company's corporate aircraft, provided that you coordinate with the Company's Chief Executive Officer prior to any such use) and any other benefits made available to non-employee members of the Board generally, and shall receive reimbursement for all reasonable and necessary travel, business entertainment, and other out-of-pocket business expenses incurred or expended by you in connection with the performance of your duties hereunder in accordance with, and subject to the terms and conditions of, the Company's expense reimbursement policy. In addition, you shall be eligible to be indemnified by the Company for any claim arising out of or in connection with your service as Chairman in the same manner and to the same extent as the Company indemnifies each of its non-employee members of the Board.

You shall at all times during the Term be treated as an independent contractor and shall be responsible for the payment of all taxes with respect to all amounts paid to you as compensation for the services provided hereunder. Accordingly, the Company will not deduct from compensation paid to you any federal, state or local income taxes, disability insurance, social security or other payroll taxes, payments for unemployment compensation or any other type of withholding.

This letter ("Letter") is intended by the parties as a final expression of their agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions thereof and supersedes and replaces all prior negotiations and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof. Except as otherwise expressly set forth herein, you shall not be eligible for any other compensation or benefits for your services during the Term.

This Letter shall be governed by the laws of the State of Delaware, without reference to the principles of conflicts of law. This Letter may be amended, modified or superseded, and any of the terms hereof may be waived, only by a written instrument executed by the parties hereto. The Company may assign its rights and obligations under this Letter to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Letter shall be binding upon and inure to the benefit of you, the Company, and each of your and its respective successors, assigns and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of your rights or obligations may be assigned or transferred by you, other than your rights to payments hereunder, which may be transferred only by will or operation of law.

IN WITNESS WHEREOF, the parties have duly executed this Letter as of the date first written above.

KLX Energy Services Holdings, Inc.

/s/ Richard G. Hamermesh
Name: Richard G. Hamermesh
Title: Director, Class I and Chairman of Nominating and Corporate Governance Committee

John T. Collins

/s/ John T. Collins

[Signature Page to John T. Collins Letter Agreement]

Exhibit 10.2

EXECUTION VERSION

EXECUTIVE EMPLOYMENT AGREEMENT

This Employment Agreement (this "**Agreement**") by and between KLX Energy Services Holdings, Inc., a Delaware corporation ("**Company**"), and Chris Baker ("**Executive**") is entered into as of the date hereof and shall be effective on the Effective Date (as defined below). Executive and Company shall be referred to individually as a "**Party**" and collectively as the "**Parties**" within this Agreement.

WHEREAS, Company, Krypton Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Company ("**Merger Sub**"), and Quintana Energy Services Inc., a Delaware corporation ("**Quintana**") entered into that certain Agreement and Plan of Merger (the "**Merger Agreement**"), pursuant to which Merger Sub will be merged with and into Quintana, with Quintana surviving the Merger as an indirect and wholly owned subsidiary of Company (the "**Merger**");

WHEREAS, on August 26, 2019, Executive and Quintana entered into that certain Second Amended and Restated Executive Employment Agreement (the "**Second A&R Employment Agreement**");

WHEREAS, Company, on behalf of itself and Quintana, and Executive mutually desire to continue Executive's employment with Company following the consummation of the Merger, to terminate the Second A&R Employment Agreement, and to enter into this Agreement to be effective as of the Closing Date (as defined in the Merger Agreement);

WHEREAS, the effective date of this Agreement (the "**Effective Date**") shall be the Closing Date; provided that the consummation of the Merger shall be a condition precedent to the effectiveness of this Agreement, and in the event the Merger Agreement is terminated prior to the consummation of the Merger, this Agreement shall be void and of no force or effect; and

WHEREAS, as of the Effective Date this Agreement shall supersede and replace in its entirety the Second A&R Employment Agreement, with the terms of Executive's employment being set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, obligations and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Term of Employment*. The "**Initial Term**" of Executive's employment hereunder shall commence on the Effective Date of this Agreement, and shall continue thereafter until the third (3rd) anniversary of the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. After the expiration of the Initial Term, if not earlier terminated, this Agreement shall automatically renew on each anniversary of the Effective Date for successive one (1) year periods. Each such one (1) year renewal term shall be referred to as a "**Renewal Term**." The period that Executive is employed hereunder is referred to as the "**Term**" of this Agreement.

2. *Executive's Duties*.

(a) Positions. During the Term, Executive shall serve as President and Chief Executive Officer (and/or in such other positions as Company may designate from time to time, which positions may involve providing services to Company's direct or indirect subsidiaries, as the Parties mutually may agree) with such duties and responsibilities as may from time to time be assigned to him by Company, provided that such duties are at all times consistent with the duties of such positions. Company and each entity which is owned (directly or indirectly) or controlled by Company are referred to herein collectively as the "**Company Group**." Executive agrees to serve, without additional compensation, if elected or appointed to the one or more offices or as a director of any member of the Company Group. Company and Executive hereby agree that (i) at any time and from time to time, Company may cause any member of the Company Group to be Executive's employer, and, subject to Section 11, any such change in Executive's employer shall not alter the rights and obligations of the parties hereunder; and (ii) Executive's employer commencing as of the Effective Date shall be QES Management LLC until such time as such employer may be changed in accordance with clause (i) of this sentence.

(b) Other Interests. Executive agrees, during the Term, to devote his full business time, energy and best efforts to the business and affairs of the Company Group and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors of Company (the "**Board**"). Executive will be allowed to participate as a member of the board of directors for individual portfolio companies controlled by Quintana Capital Group or Archer Limited and as a member of the board of directors of any non-profit organizations so long as such participation does not (i) materially impact Executive's ability to fulfill all of Executive's duties for Company or (ii) create an actual or potential conflict with the interests of Company. Notwithstanding the foregoing, Executive will be permitted to, with the prior written consent of the Board (which consent can be withheld by the Board in its discretion), act or serve as a director, trustee, committee member or principal of a for-profit business organization.

3. *Compensation.*

(a) Base Compensation. For services rendered by Executive under this Agreement, Company shall pay to Executive a minimum base salary ("**Base Compensation**") at the rate of $500,000 per annum payable in accordance with Company's customary payroll practice for its senior executive officers, as in effect from time to time. The amount of Base Compensation shall be reviewed periodically by the Board and may be increased from time to time as the Board may deem appropriate. References in this Agreement to Base Compensation shall refer to Executive's Base Compensation as so increased from time to time. Base Compensation, as in effect at any time, may not be decreased without the prior written consent of Executive.

(b) Annual Bonus. In addition to his Base Compensation, Executive shall be eligible to receive each year during the Term, a cash incentive payment ("**Bonus**") in an amount determined by the Board based on Executive's individual performance, the performance of Company and performance goals established by the Board, which for 2020, shall be pro-rated for the period of service from May 1, 2020 through and including December 31, 2020. The target Bonus shall be an amount equal to 100% of Executive's Base Compensation in effect at the time the Bonus is determined ("**Target Bonus**"). Such Bonus, if any, shall be paid not later than March 15 of the calendar year following the calendar year in which the Bonus was earned.

(c) Equity Compensation. During the Term, Executive shall be eligible to participate in any equity compensation arrangement or plan, including but not limited to the KLX Energy Services Holdings, Inc. Long-Term Incentive Plan and any successor plans (as applicable, and as amended from time to time, the "**LTIP**"), offered by Company or any member of the Company Group to senior executives on such terms and conditions as the Board shall determine in its sole discretion. Except as provided herein, nothing herein shall be construed to give Executive any rights to any amount or type of awards, or rights as an equity holder pursuant to any such plan, grant or award except as provided in such award or grant to Executive provided in writing and authorized by the Board.

4. *Other Benefits*.

(a) Paid Time Off. Executive shall be entitled to take up to twenty-five (25) work days as annual paid time off provided that such paid time off time does not interfere with his duties hereunder. Such paid time off will accrue and must be taken in accordance with Company's paid time off policies in effect from time to time. Executive shall also be entitled to paid holidays in accordance with Company's policies applicable to senior executives of the Company Group as may be in effect from time to time.

(b) Business Expenses. Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the performance of his duties, which expenses will be subject to the oversight of the Board, in the normal course of business and will be compliant with the applicable reimbursement policy of Company. It is understood that Executive is authorized to incur reasonable business expenses for promoting the business of Company, including reasonable expenditures for travel, lodging, meals and client or business associate entertainment. Request for reimbursement for such expenses must be accompanied by appropriate documentation.

(c) Automobile. During the Term, Executive shall receive an automobile allowance of $1,200 per month, payable in accordance with Company policy as established from time to time.

(d) Benefits. During the Term, Executive shall be entitled to participate in or receive benefits under any life or disability insurance, health, pension, retirement, accident, and any other employee benefit plans, programs and arrangements made generally available by Company to its senior executives, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements as may be in effect from time to time.

5. *Termination and Effect on Compensation*.

(a) Resignation by Executive.

(i) Executive may terminate his employment under this Agreement and resign his position(s) with Company at any time, for any reason whatsoever, or for no reason, in Executive's sole discretion, by delivering a Notice of Termination (defined in Section 5(e) below) providing thirty (30) days' advance notice of termination (the "**Notice Period**"). In the event of such termination, except as otherwise provided below, Executive shall not be entitled to further compensation pursuant to this Agreement except: (A) as may be provided by the terms of any benefit plans of Company or any member of the Company Group in which Executive may be a

participant, and the terms of any outstanding equity-based awards, (B) for Base Compensation accrued but unpaid through the Date of Termination (defined in Section 5(f) below), and (C) reimbursement of business expenses properly incurred but unreimbursed (to the extent reimbursable) prior to the Date of Termination. Company retains the discretion to use or decline use of Executive's services through the Notice Period but retains the obligation to pay Executive's Base Compensation through the Notice Period.

(ii) Notwithstanding the provisions of Section 5(a)(i), in the event that Executive terminates this Agreement by resigning for Good Reason (defined below), in addition to all accrued but unpaid Base Compensation for services provided through the Date of Termination, the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, (A) Company shall pay Executive (x) an amount equal to two times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to two times Executive's Target Bonus for the calendar year in which the Date of Termination occurs, in either case, payable in four substantially equal installments, with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid on the last regular pay date of each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the premiums that Executive pays pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974 (collectively, "**COBRA**") to continue coverage in the health, dental and vision insurance plans sponsored by Company in which Executive and Executive's dependents participated immediately prior to the Date of Termination (each such premium being a "**COBRA Premium**"); provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the Public Health Service Act and the related regulations and guidance promulgated thereunder (collectively, including any successor statute, the "**PHSA**"). Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments provided under this Section shall be referred to as the "**Good Reason Separation Package**."

For purposes of this Agreement, "**Good Reason**" shall mean (1) the material breach of any of Company's obligations under this Agreement without Executive's written consent; (2) the change of Executive's title or the assignment to Executive of any duties that materially adversely alter the

nature or status of Executive's office, title, and responsibilities, including reporting responsibilities, or action by Company that results in the material diminution of Executive's position, duties or authorities, from those in effect immediately prior to such change in title, assignment or action, in each case, without Executive's written consent; or (3) in the event that Executive and Company cannot agree on a relocation package, the relocation of Company's principal executive offices, or Company's requiring Executive to relocate, anywhere outside the greater Houston, Texas metropolitan area, except for required travel on Company's business to an extent substantially consistent with Executive's obligations under this Agreement. To constitute Good Reason, Executive is required to provide notice to Company of the existence of the conditions constituting Good Reason within a period not to exceed ninety (90) days from the initial existence of the condition and Company must be provided a period of at least thirty (30) days during which it may remedy the condition. For the avoidance of doubt, the assignment to Executive of any duties that materially adversely alter the nature or status of Executive's office, title, and responsibilities, including reporting responsibilities, or action by Company that results in the material diminution of Executive's position, duties or authorities, in each case, from those in effect immediately prior to the Closing Date, without Executive's written consent, shall constitute Good Reason for purposes of this Agreement.

(b) Death of Executive. If Executive dies during the term of this Agreement, in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, Company will be obligated to continue for twelve (12) months after the Date of Termination to pay the Base Compensation payments under Section 3(a) of this Agreement (such continuation payments are referred to herein as the "**Death Benefit Package**"). Company may thereafter terminate this Agreement without additional compensation to Executive's estate except to the extent this Agreement or any plan or arrangement of Company provides for vested benefits or continuation of benefits beyond termination of Executive's employment.

(c) Disability of Executive. If Executive shall have been absent from the full-time performance of Executive's duties with Company for 180 business days during any twelve-month period as a result of Executive's incapacity due to accident, physical or mental illness, or other circumstance which renders him mentally or physically incapable of performing the duties and services required of him hereunder on a full-time basis as determined by Executive's physician ("**Disability**"), Executive's employment may be terminated by Company for Disability. If Executive's employment is terminated for Disability, in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, Executive shall be eligible to receive the Without Cause Separation Package defined in Section 5(d)(i).

(d) Other Terminations.

(i) By Company for Reason Other Than Cause. Company may terminate this Agreement and Executive's employment for any reason whatsoever, or for no reason, in Company's sole discretion by providing a Notice of Termination (as defined in Section 5(e) below). For purposes of this Agreement, acceptance by Company of Executive's resignation upon Company's request or by mutual agreement shall be deemed to be a termination by Company according to this Section 5(d)(i). In the event that Executive's employment is terminated by Company for any reason other than Cause (defined in Section 5(d)(ii) below) and not due to Executive's death or Disability, then in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, (A) Company shall pay Executive (x) a lump sum equal to two times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to two times Executive's Target Bonus for the calendar year in which the Date of Termination occurs, in either case, payable in four substantially equal installments, with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid on the last business day of each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the COBRA Premium (as defined above); provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the PHSA. Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments made under this Section shall be referred to as the "**Without Cause Separation Package**."

(ii) By Company for Cause. Company may terminate this Agreement and Executive's employment at any time for Cause. Notwithstanding the foregoing provisions of this Section 5, in the event Executive's employment is terminated because of Cause, Company shall have no obligations pursuant to this Agreement after the Date of Termination other than for Base Compensation accrued but unpaid through the Date of Termination (defined by Section 5(f) below) and reimbursement of business expenses properly incurred but unreimbursed (to the extent reimbursable) prior to Date of Termination. For purposes herein, "**Cause**" means (A) Executive's gross negligence, gross neglect or willful misconduct in the performance of the duties required hereunder that results in a material adverse effect on Company, (B) Executive's conviction for, deferred adjudication of, or plea of no contest or nolo contendere to a felony, or (C) Executive's

material breach of any material provision of this Agreement. Notwithstanding the foregoing, prior to any termination for Cause under clauses (A) or (C) of the preceding sentence, (X) Company must provide Executive with reasonable notice of not less than ten (10) business days detailing the failure or conduct on which the termination is to be based, (Y) Company must provide Executive a reasonable opportunity to cure such failure or conduct, and (Z) after such notice and an opportunity to cure, the Board must reasonably determine that Executive has not cured such failure or conduct. Executive shall not be deemed to have been terminated for Cause unless and until Executive has been provided an opportunity to be heard in person by the Board (with the assistance of Executive's counsel if Executive so desires) on at least five business days' advance notice, and the Board must unanimously approve the termination of Executive for Cause.

(iii) After a Change in Control. If Executive terminates his employment with Good Reason or Company terminates Executive's employment without Cause (and not due to Executive's death or Disability) within twelve (12) months following a Change in Control (as defined below), then in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, and in lieu of the Without Cause Separation Package or Good Reason Separation Package to which Executive would otherwise be entitled pursuant to Section 5(d)(i) or Section 5(a)(ii), (A) Company shall pay Executive (x) a lump sum equal to two and one-half times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to two and one-half times the Target Bonus for the calendar year in which the Date of Termination occurs, payable in four substantially equal installments with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid in each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the COBRA Premium; provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the PHSA. Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments made under this Section shall be referred to as the "**CIC Separation Package**." For the avoidance of doubt, if Executive's employment is not terminated by Executive with Good Reason or by Company without Cause (and not due to Executive's death or Disability) within twelve (12) months following a Change in Control, then Executive shall no longer be eligible to receive the CIC Separation Package with

respect to such Change in Control but shall remain eligible to receive the Without Cause Separation Package or Good Reason Separation Package pursuant to Section 5(d)(i) or Section 5(a)(ii) or, if in the future Executive's employment is terminated by Executive with Good Reason or by Company without Cause (and not due to Executive's death or Disability) within twelve (12) months following the occurrence of a subsequent Change in Control, Executive shall again be eligible to receive the CIC Separation Package.

For purposes of this Agreement, the term "**Change in Control**" means the occurrence of any of the following events: (i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) becomes, directly or indirectly, the "beneficial owner" (as determined pursuant to Rule 13d-3 promulgated under the Exchange Act), by way of acquisition, transfer, merger, consolidation, recapitalization, reorganization or otherwise, of more than 50% of either (a) the then-outstanding shares of Company's common stock ("**Stock**") or (b) securities of Company representing the combined voting power of the then-outstanding voting securities of Company entitled to vote generally in the election of directors; or (ii) the consummation of a sale or other disposition of assets of 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 Group (other than such a sale or disposition immediately after which such assets are owned directly or indirectly by the owners of Company in substantially the same proportions as their ownership of Stock immediately prior to such sale or disposition). The Parties agree that the Merger shall constitute a Change in Control for purposes of this Agreement.

(e) Notice of Termination. Any purported termination of Executive's employment by Company or by Executive and any purported termination of this Agreement shall be communicated by written notice of termination ("**Notice of Termination**") to the other Party hereto in accordance with Section 9 hereof. Notice of Termination shall include the effective Date of Termination (defined in Section 5(f)) of this Agreement. Any Notice of Termination shall be deemed to also be Executive's resignation as director and/or officer of any member of the Company Group. Executive agrees to execute any and all documentation of such resignations upon request by Company, but he shall be treated for all purposes as having so resigned upon the Date of Termination, regardless of when or whether he executes any such documentation.

(f) Date of Termination. "**Date of Termination**" shall mean in the case of Executive's death, his date of death, and in all other cases, the date specified in the Notice of Termination as the effective date on which this Agreement shall be terminated, provided that the Date of Termination shall occur on the date on which Executive incurs a "separation from service" within the meaning of Section 409A if such date is different than the date specified in the Notice of Termination.

(g) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor, shall the amount of any payment or benefit provided for in this Agreement be reduced by any compensation or benefit earned by Executive as a result of employment by another employer, self-employment earnings, by retirement benefits, by offset against any amount claimed to be owing by Executive to Company, or otherwise.

(h) Reimbursements for Expenses. Company shall reimburse Executive for business expenses properly incurred prior to the Date of Termination, regardless of the circumstances of termination, and in accordance with Company's reimbursement policy.

(i) Release. Notwithstanding any other provision in this Agreement to the contrary, Executive shall be eligible to receive the Good Reason Separation Package, the Without Cause Separation Package, the CIC Separation Package, or the Death Benefit Package payments pursuant to Section 5(b) (each referred to individually as a "**Separation Package**") only if Executive (or, following Executive's death, Executive's estate) has executed and not revoked a release of all claims in a form acceptable to Company (the "**Release**"), which Release shall release Company, each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) (collectively referred to as the "**Released Parties**") from any and all claims, including any and all causes of action arising out of Executive's employment with Company, any member of the Company Group or any of their respective affiliates or the termination of such employment, but excluding all claims to any Separation Package (or portion thereof) that Executive may have, any claims with respect to any vested benefits, indemnification rights Executive had for any actions or omissions occurring while employed by Company, any claims Executive may have for worker's compensation benefits, and any other claims against any third party not included amongst the Released Parties. To be entitled to receive a Separation Package, the time period during which Executive can revoke the Release must expire before the sixtieth (60^{th}) day after the Date of Termination. Unless and until Executive has executed and not revoked a Release and the time period during which Executive can revoke the Release has expired, Executive shall have no right to receive a Separation Package. If Executive has not executed without revoking a Release and the time period during which Executive can revoke the Release has not expired before the sixtieth (60^{th}) day after the Date of Termination, Executive shall immediately forfeit his rights to a Separation Package. For purposes of this Section 5(i), the term "Executive" shall include Executive's estate, in the event of Executive's death.

(j) Compliance with Section 409A. It is the intention of both Company and Executive that the benefits and rights to which Executive could be entitled pursuant to this Agreement comply with or are exempt from Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder ("**Section 409A**"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any benefits or rights constitute "nonqualified deferred compensation" under Section 409A, then the nonqualified deferred compensation shall be subject to the following additional requirements, if and to the extent required to comply with Section 409A:

(i) Neither Company nor Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(ii) For purposes of the foregoing, the terms used within this Section 5(j) have the same meanings as those terms have for purposes of Section 409A, and the limitations

set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Section 409A that are applicable to the deferred compensation.

(iii) For purposes of applying the provisions of Section 409A to this Agreement, and to the extent permissible under Section 409A, each installment payment and each separately identified amount to which Executive is entitled under this Agreement shall, in each case, be treated as a separate payment.

(iv) Any reimbursements by Company to Executive of any eligible expenses under this Agreement that are not excludable from Executive's income for Federal income tax purposes (the "**Taxable Reimbursements**") shall be made by no later than the last day of Executive's taxable year immediately following the year in which the expense was incurred. The amount of any Taxable Reimbursements, and the value of any in-kind benefits to be provided to Executive, during any taxable year of Executive shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Executive. The right to Taxable Reimbursement, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit.

(v) If Executive or Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, the concerned Party shall promptly advise the other and both Parties shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on Executive and on Company). Notwithstanding the foregoing, Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall Company be liable for all or any portion of the taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

(vi) Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between Executive and Company during the six-month period immediately following Executive's separation from service shall instead be paid on the first business day after the date that is six months following Executive's separation from service (or, if earlier, Executive's date of death).

6. *Restrictive Covenants*.

(a) General. The Parties acknowledge that during the Term, Company shall disclose to Executive or provide Executive with access to trade secrets or confidential information of Company or the other members of the Company Group, and Company may place Executive in a position to develop business goodwill on behalf of Company or the members of the Company Group or entrust Executive with business opportunities of Company or the members of the Company Group. As a condition of Executive's receipt of Confidential Information and employment hereunder, and in order to protect the trade secrets and Confidential Information of Company and the other members of the Company Group that have been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and the other members of

the Company Group that have been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and the other members of the Company Group; and as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the following obligations relating to unauthorized disclosures, non-competition and non-solicitation.

(b) Confidential Information; Unauthorized Disclosure. Executive shall not, whether during the period of his employment hereunder or thereafter, without the written consent of the Board or a person authorized thereby, disclose to any person, other than an executive of Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of his duties as an executive of Company, any Confidential Information obtained by him while in the employ of Company with respect to Company's business. Subject to the exclusions below, as used in this Agreement "**Confidential Information**" means data or information in any form, regardless of whether or not marked "confidential" or "proprietary" (1) which concerns, relates to, or comes from the business activities, business methods, products, services, relationships, research, or business development of Company or another member of the Company Group; (2) which Executive received, designed, compiled, produced, used, generated or otherwise became aware of as a result of his employment or engagement with Company or any other member of the Company Group; and (3) which is not generally known to the public. The parties agree that "Confidential Information" specifically includes, but is not limited to, trade secrets (as defined by Texas and federal law) of Company or another member of the Company Group and the following kinds of information and data (to the extent not generally known to the public): (i) information about the customers and prospective customers (such as customer and prospective customer identities, contact information, preferences, needs, requirements, specifications, proposals, contracts, financial information, and historic purchasing patterns, and information about Company's or its Affiliates' provision of products and services to each customer) of Company or another member of the Company Group; (ii) non-public information about the products and service techniques of Company or any other member of the Company Group; (iii) the computer systems and software developed by Company or another member of the Company Group or their respective agents for use by of Company or another member of the Company Group; (iv) non-public information about the business methods (such as sales methods, business processes, training manuals and methods, research and development work, purchasing information and contracts, and new ideas made or conceived by employees or agents) of Company or another member of the Company Group; (v) financial information (such as pricing and bidding formulas, financial projections, budgets, analyses, accounting data, and financing information) of Company or another member of the Company Group; (vi) information about the business plans and strategies (such as marketing plans, opportunities for new or developing business, products, services, or markets, and information about new business partnerships or distributorship arrangements) of Company or another member of the Company Group; (vii) private personnel information (including employee social security numbers and medical records); (viii) communications between Company or other members of the Company Group and their respective attorneys; (ix) information provided to Company or another member of the Company Group with an expectation of confidentiality or which is subject to non-disclosure obligations (such as information shared in confidence by a customer or supplier); and (x) information marked "confidential" or "proprietary" by Company or another member of the Company Group. "Confidential Information" does not include general knowledge and skills used throughout the energy industry or any information which Executive may be required to disclose by any applicable

law, order, or judicial or administrative proceeding. In no event shall an asserted violation of the provisions of this Section constitute a basis for deferring or withholding any amounts payable to Executive under this Agreement. Within fourteen (14) days after the termination of Executive's employment for any reason, Executive shall return to Company all documents and other tangible items containing Company or other Company Group information which are in Executive's possession, custody or control. Executive agrees that all Confidential Information exclusively belongs to Company, the other members of the Company Group or their designated affiliate, and that any work of authorship relating to Company's business, products or services, whether such work is created solely by Executive or jointly with others, and whether or not such work is Confidential Information, shall be deemed exclusively belonging to Company, the other members of the Company Group or their designated affiliate.

(c) Permitted Disclosures. Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "**Governmental Authorities**") regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities; (iii) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement requires Executive to obtain prior authorization from Company before engaging in any conduct described in this paragraph, or to notify Company that Executive has engaged in any such conduct.

(d) Non-Competition. Executive covenants and agrees that during the Prohibited Period, Executive 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 Executive performs services or otherwise has duties that are the same as, or are similar to, those performed by Executive for any member of the Company Group. Nothing in the foregoing Section 6(d) will prevent Executive 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 Executive nor any of Executive'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. The term "**Prohibited Period**" means the period in which Executive is employed or engaged by any member of the Company Group and continuing through the date that is 12 months after the date that Executive is no longer employed or engaged by any member

of the Company Group. The term "**Business**" means the business in which the Company Group is engaged and for which Executive has responsibility during the period of time that Executive is providing services to any member of the Company Group, which business includes the business of comprehensive oilfield services, including directional drilling, pressure control, pressure pumping and wireline. The "**Restricted Area**" means Colorado, Kansas, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, West Virginia and Wyoming.

(e) Non-Solicitation. Executive covenants and agrees that during the Prohibited Period, Executive 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 Executive obtained Confidential Information, with whom or which Executive had contact, or for whom or which Executive had responsibility on behalf of any member of the Company Group.

(f) Enforcement and Reformation. It is the desire and intent of the Parties that the provisions of this Section 6 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Section 6 (or part thereof) shall be adjudicated to be invalid or unenforceable, such provision (or part thereof) shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. Such deletion shall apply only with respect to the operation of such provisions (or parts thereof) of this Section 6 in the particular jurisdiction in which such adjudication is made. In addition, if the scope of any restriction contained in this Section 6 is too broad to permit enforcement thereof to its fullest extent, then such restriction shall be enforced to the maximum extent permitted by law, and Executive hereby consents and agrees that such scope may be judicially modified in any proceeding brought to enforce such restriction.

(g) Remedies. In the event of a breach or threatened breach by Executive of any of the provisions of this Section 6, Executive acknowledges that money damages would not be sufficient remedy, and Company and the other members of the Company Group shall be entitled to specific performance, injunction and such other equitable relief as may be necessary or desirable to enforce the restrictions contained herein. Such remedies are not exclusive, and nothing herein contained shall be construed as prohibiting Company or the other members of the Company Group from pursuing any other remedies available for such breach or threatened breach or any other breach of this Agreement.

7. *Non-exclusivity of Rights*. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by Company or any member of the Company Group and for which Executive may qualify, nor shall anything herein limit or otherwise adversely affect such rights as Executive may have under any stock option or other agreements with Company or any member of the Company Group.

8. *Non-assignability by Executive*. The obligations of Executive hereunder are personal and may not be assigned or delegated by him or transferred in any manner whatsoever,

nor are such obligations subject to involuntary alienation, assignment or transfer, except by will or the laws of descent and distribution.

9. *Method of Notice*. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, sent by overnight courier or by facsimile with confirmation of receipt or on the third business day after being mailed by United States registered mail, return receipt requested, postage prepaid, addressed to Company at its principal office address and facsimile number, directed to the attention of the Board with a copy to the Secretary of Company, and to Executive at Executive's residence address, personal email address provided by Executive to Company, and facsimile number, if any, on the records of Company or to such other address as either Party may have furnished to the other in writing in accordance herewith except that notice of change of address shall be effective only upon receipt.

10. *Validity*. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. *Successors and Binding Agreement*. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company (whether direct or indirect, by purchase, merger, consolidation or otherwise), and this Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. As used in this Agreement, "**Company**" shall mean Company as hereinbefore defined and any successor by operation of law or otherwise and any successor to its business and/or assets as aforesaid which assumes this Agreement.

12. *Indemnification*. Company shall defend and indemnify Executive to the fullest extent allowed by law, and to provide him with coverage under any directors' and officers' liability insurance policies, in each case on terms not less favorable than those provided to any of its other directors and officers as in effect from time to time. In the event of any inconsistency or conflict between the provisions in this Section 12 and any provision in any other indemnity agreement or other agreement between the Parties, the provision in such other agreement shall control.

13. *Withholding; Deductions*. Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive, his estate or beneficiaries, shall be subject to withholding of such amounts relating to all federal, state, local and other taxes as Company may reasonably determine it should withhold pursuant to any applicable law or regulation and any deductions consented to in writing by Executive. In lieu of withholding such amounts in whole or in part, Company may, in its sole discretion, accept other provisions for payment of taxes as required by law, provided Company is satisfied that all requirements of law affecting its responsibilities to withhold such taxes have been satisfied.

14. *Waiver and Modification*. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by

Executive and such officer as may be specifically authorized by Company. No waiver by either Party hereto at any time of any breach by the other Party hereto of, or in compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

15. *Applicable Law.* This Agreement is entered into under, and the validity, interpretation, construction and performance of this Agreement shall be governed by, the laws of the State of Texas.

16. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17. *Entire Agreement*. Except as provided in the written benefit plans and programs and agreements of Company in effect during the Term, this Agreement is an integration of the Parties' agreement; no agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not set forth expressly in this Agreement; and, except as expressly stated herein, this Agreement contains the entire understanding of the Parties in respect of the subject matter and supersedes and replaces in full all prior written or oral agreements and understandings between the Parties with respect to such subject matters. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the Parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. In entering this Agreement, Executive and Company expressly acknowledge and agree that the Second A&R Employment Agreement will be terminated as of the Effective Date. For the avoidance of doubt, Executive expressly acknowledges and agrees that neither Company or any member of the Company Group nor any of their respective affiliates has any future obligations pursuant to the Second A&R Employment Agreement (including any obligations with respect to severance pay or benefits), as that agreement has been terminated and satisfied by each applicable entity in its entirety, and Executive has no further entitlements pursuant to the Second A&R Employment Agreement. Executive further acknowledges and agrees that, with the exception of any unpaid base salary earned in the pay period that includes the Effective Date, he has received all leaves (paid and unpaid), reimbursements for business expenses, and compensation that Executive has been owed, is owed or ever could be owed by Company, any member of the Company Group and each of their respective affiliates pursuant to the Second A&R Employment Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that the provisions regarding non-disclosure, non-competition and non-solicitation herein (including such provisions in Section 6 above) complement and are in addition to (and do not replace or supersede) all obligations that Executive has to Company, any member of the Company Group or any of their respective affiliates with respect to confidentiality, non-disclosure, non-competition and non-solicitation, as set forth in any other written agreement and as exist at common law.

18. *Representation by Executive*. Executive hereby represents and warrants to Company that, as of the Effective Date, he is not party to any employment or other agreement or obligation with or to any third party which would preclude him from employment with Company and performing his obligations under this Agreement.

19. *Severability*. If a court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement and all other provisions (and parts thereof) shall remain in full force and effect.

20. *Headings*. The paragraph headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

21. *Gender and Plurals; Interpretation*. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or unless the context requires otherwise, all references herein to an agreement, instrument or other document shall be deemed to refer to such agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The word "or" as used herein is not exclusive. All references to "including," "includes" or "include" shall be construed as meaning "including without limitation."

22. *Third-Party Beneficiaries.* Each member of the Company Group that is not a signatory hereto shall be a third-party beneficiary of Executive's representations, covenants, and commitments set forth in Sections 2, 6 and 17 hereto and shall be entitled to enforce such representations, covenants and commitments as if a party hereto.

23. *Certain Excise Taxes.* Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company, any member of the Company Group or any of their respective affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (i) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company, any member of the Company Group or any of their respective affiliates shall be one dollar ($1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (ii) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced

payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company, any member of the Company Group or any of their respective affiliates used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 23 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

24. *Provisions Regarding Effective Date*. As provided herein, the terms of this Agreement shall not be effective prior to the Effective Date. In the event that Executive's employment with QES Management LLC or Quintana or any of its subsidiaries or affiliates terminates at any time prior to the Effective Date such that, following such termination, Executive is no longer employed by QES Management LLC or Quintana or any of its subsidiaries or affiliates, regardless of the reason for such termination, such termination shall be governed by the terms of any agreements or understandings currently in effect between Executive, QES Management LLC and Quintana (including but not limited to the Second A&R Employment Agreement) and this Agreement shall be null and void and of no force or effect.

[Remainder of page intentionally left blank;

Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of May 3, 2020.

KLX ENERGY SERVICES HOLDINGS, INC.

By: /s/ Thomas P. McCaffrey
Name: Thomas P. McCaffrey
Title: President, Chief Executive Officer and Chief Financial Officer

[Signature Page to Executive Employment Agreement - Chris Baker]

EXECUTIVE

/s/ Christopher J. Baker

Christopher J. Baker

[Signature Page to Executive Employment Agreement - Christopher J. Baker]

Exhibit 10.3

EXECUTION VERSION

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "**Agreement**") by and between KLX Energy Services Holdings, Inc., a Delaware corporation ("**Company**"), and Max L. Bouthillette ("**Executive**") is entered into as of the date hereof and shall be effective on the Effective Date (as defined below). Executive and Company shall be referred to individually as a "**Party**" and collectively as the "**Parties**" within this Agreement.

WHEREAS, Company, Krypton Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Company ("**Merger Sub**"), and Quintana Energy Services Inc., a Delaware corporation ("**Quintana**") entered into that certain Agreement and Plan of Merger (the "**Merger Agreement**"), pursuant to which Merger Sub will be merged with and into Quintana, with Quintana surviving the Merger as an indirect and wholly owned subsidiary of Company (the "**Merger**");

WHEREAS, on June 15, 2019, Executive and Quintana entered into that certain Amended and Restated Executive Employment Agreement (the "**A&R Employment Agreement**");

WHEREAS, Company, on behalf of itself and Quintana, and Executive mutually desire to continue Executive's employment with Company following the consummation of the Merger, to terminate the A&R Employment Agreement, and to enter into this Agreement to be effective as of the Closing Date (as defined in the Merger Agreement);

WHEREAS, the effective date of this Agreement (the "**Effective Date**") shall be the Closing Date; provided that the consummation of the Merger shall be a condition precedent to the effectiveness of this Agreement, and in the event the Merger Agreement is terminated prior to the consummation of the Merger, this Agreement shall be void and of no force or effect; and

WHEREAS, as of the Effective Date this Agreement shall supersede and replace in its entirety the A&R Employment Agreement, with the terms of Executive's employment being set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, obligations and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Term of Employment*. The "**Initial Term**" of Executive's employment hereunder shall commence on the Effective Date of this Agreement, and shall continue thereafter until the third (3rd) anniversary of the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. After the expiration of the Initial Term, if not earlier terminated, this Agreement shall automatically renew on each anniversary of the Effective Date for successive one (1) year periods. Each such one (1) year renewal term shall be referred to as a "**Renewal Term**." The period that Executive is employed hereunder is referred to as the "**Term**" of this Agreement.

2. *Executive's Duties*.

(a) Positions. During the Term, Executive shall serve as Executive Vice President, General Counsel and Chief Compliance Officer (and/or in such other positions as

Company may designate from time to time, which positions may involve providing services to Company's direct or indirect subsidiaries, as the Parties mutually may agree) with such duties and responsibilities as may from time to time be assigned to him by Company, provided that such duties are at all times consistent with the duties of such positions. Company and each entity which is owned (directly or indirectly) or controlled by Company are referred to herein collectively as the "**Company Group**." Executive agrees to serve, without additional compensation, if elected or appointed to the one or more offices or as a director of any member of the Company Group. Company and Executive hereby agree that (i) at any time and from time to time, Company may cause any member of the Company Group to be Executive's employer, and, subject to Section 11, any such change in Executive's employer shall not alter the rights and obligations of the parties hereunder; and (ii) Executive's employer commencing as of the Effective Date shall be QES Management LLC until such time as such employer may be changed in accordance with clause (i) of this sentence.

(b) Other Interests. Executive agrees, during the Term, to devote his full business time, energy and best efforts to the business and affairs of the Company Group and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors of Company (the "**Board**"). Executive will be allowed to participate as a member of the board of directors for individual portfolio companies controlled by Quintana Capital Group or Archer Limited and as a member of the board of directors of any non-profit organizations so long as such participation does not (i) materially impact Executive's ability to fulfill all of Executive's duties for Company or (ii) create an actual or potential conflict with the interests of Company. Notwithstanding the foregoing, Executive will be permitted to, with the prior written consent of the Board (which consent can be withheld by the Board in its discretion), act or serve as a director, trustee, committee member or principal of a for-profit business organization.

3. *Compensation.*

(a) Base Compensation. For services rendered by Executive under this Agreement, Company shall pay to Executive a minimum base salary ("**Base Compensation**") at the rate of $350,000 per annum payable in accordance with Company's customary payroll practice for its senior executive officers, as in effect from time to time. The amount of Base Compensation shall be reviewed periodically by the Board and may be increased from time to time as the Board may deem appropriate. References in this Agreement to Base Compensation shall refer to Executive's Base Compensation as so increased from time to time. Base Compensation, as in effect at any time, may not be decreased without the prior written consent of Executive.

(b) Annual Bonus. In addition to his Base Compensation, Executive shall be eligible to receive each year during the Term, a cash incentive payment ("**Bonus**") in an amount determined by the Board based on Executive's individual performance, the performance of Company and performance goals established by the Board, which for 2020, shall be pro-rated for the period of service from May 1, 2020 through and including December 31, 2020. The target Bonus shall be an amount equal to 75% of Executive's Base Compensation in effect at the time the Bonus is determined ("**Target Bonus**"). Such Bonus, if any, shall be paid not later than March 15 of the calendar year following the calendar year in which the Bonus was earned.

(c) Equity Compensation. During the Term, Executive shall be eligible to participate in any equity compensation arrangement or plan, including but not limited to the KLX Energy Services Holdings, Inc. Long-Term Incentive Plan and any successor plans (as applicable, and as amended from time to time, the "**LTIP**"), offered by Company or any member of the Company Group to senior executives on such terms and conditions as the Board shall determine in its sole discretion. Except as provided herein, nothing herein shall be construed to give Executive any rights to any amount or type of awards, or rights as an equity holder pursuant to any such plan, grant or award except as provided in such award or grant to Executive provided in writing and authorized by the Board.

4. *Other Benefits*.

(a) Paid Time Off. Executive shall be entitled to take up to twenty-five (25) work days as annual paid time off provided that such paid time off time does not interfere with his duties hereunder. Such paid time off will accrue and must be taken in accordance with Company's paid time off policies in effect from time to time. Executive shall also be entitled to paid holidays in accordance with Company's policies applicable to senior executives of the Company Group as may be in effect from time to time.

(b) Business Expenses. Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the performance of his duties, which expenses will be subject to the oversight of the Board, in the normal course of business and will be compliant with the applicable reimbursement policy of Company. It is understood that Executive is authorized to incur reasonable business expenses for promoting the business of Company, including reasonable expenditures for travel, lodging, meals and client or business associate entertainment. Request for reimbursement for such expenses must be accompanied by appropriate documentation.

(c) Automobile. During the Term, Executive shall receive an automobile allowance of $1,200 per month, payable in accordance with Company policy as established from time to time.

(d) Benefits. During the Term, Executive shall be entitled to participate in or receive benefits under any life or disability insurance, health, pension, retirement, accident, and any other employee benefit plans, programs and arrangements made generally available by Company to its senior executives, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements as may be in effect from time to time.

5. *Termination and Effect on Compensation*.

(a) Resignation by Executive.

(i) Executive may terminate his employment under this Agreement and resign his position(s) with Company at any time, for any reason whatsoever, or for no reason, in Executive's sole discretion, by delivering a Notice of Termination (defined in Section 5(e) below) providing thirty (30) days' advance notice of termination (the "**Notice Period**"). In the event of such termination, except as otherwise provided below, Executive shall not be entitled to further compensation pursuant to this Agreement except: (A) as may be provided by the terms of any benefit plans of Company or any member of the Company Group in which Executive may be a

participant, and the terms of any outstanding equity-based awards, (B) for Base Compensation accrued but unpaid through the Date of Termination (defined in Section 5(f) below), and (C) reimbursement of business expenses properly incurred but unreimbursed (to the extent reimbursable) prior to the Date of Termination. Company retains the discretion to use or decline use of Executive's services through the Notice Period but retains the obligation to pay Executive's Base Compensation through the Notice Period.

(ii) Notwithstanding the provisions of Section 5(a)(i), in the event that Executive terminates this Agreement by resigning for Good Reason (defined below), in addition to all accrued but unpaid Base Compensation for services provided through the Date of Termination, the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, (A) Company shall pay Executive (x) an amount equal to one and one-half times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to one and one-half times Executive's Target Bonus for the calendar year in which the Date of Termination occurs, in either case, payable in four substantially equal installments, with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid on the last regular pay date of each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the premiums that Executive pays pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974 (collectively, "**COBRA**") to continue coverage in the health, dental and vision insurance plans sponsored by Company in which Executive and Executive's dependents participated immediately prior to the Date of Termination (each such premium being a "**COBRA Premium**"); provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the Public Health Service Act and the related regulations and guidance promulgated thereunder (collectively, including any successor statute, the "**PHSA**"). Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments provided under this Section shall be referred to as the "**Good Reason Separation Package**."

For purposes of this Agreement, "**Good Reason**" shall mean (1) the material breach of any of Company's obligations under this Agreement without Executive's written consent; (2) the change of Executive's title or the assignment to Executive of any duties that materially adversely alter the

nature or status of Executive's office, title, and responsibilities, including reporting responsibilities, or action by Company that results in the material diminution of Executive's position, duties or authorities, from those in effect immediately prior to such change in title, assignment or action, in each case, without Executive's written consent; or (3) in the event that Executive and Company cannot agree on a relocation package, the relocation of Company's principal executive offices, or Company's requiring Executive to relocate, anywhere outside the greater Houston, Texas metropolitan area, except for required travel on Company's business to an extent substantially consistent with Executive's obligations under this Agreement. To constitute Good Reason, Executive is required to provide notice to Company of the existence of the conditions constituting Good Reason within a period not to exceed ninety (90) days from the initial existence of the condition and Company must be provided a period of at least thirty (30) days during which it may remedy the condition. For the avoidance of doubt, the assignment to Executive of any duties that materially adversely alter the nature or status of Executive's office, title, and responsibilities, including reporting responsibilities, or action by Company that results in the material diminution of Executive's position, duties or authorities, in each case, from those in effect immediately prior to the Closing Date, without Executive's written consent, shall constitute Good Reason for purposes of this Agreement.

(b) Death of Executive. If Executive dies during the term of this Agreement, in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, Company will be obligated to continue for twelve (12) months after the Date of Termination to pay the Base Compensation payments under Section 3(a) of this Agreement (such continuation payments are referred to herein as the "**Death Benefit Package**"). Company may thereafter terminate this Agreement without additional compensation to Executive's estate except to the extent this Agreement or any plan or arrangement of Company provides for vested benefits or continuation of benefits beyond termination of Executive's employment.

(c) Disability of Executive. If Executive shall have been absent from the full-time performance of Executive's duties with Company for 180 business days during any twelve-month period as a result of Executive's incapacity due to accident, physical or mental illness, or other circumstance which renders him mentally or physically incapable of performing the duties and services required of him hereunder on a full-time basis as determined by Executive's physician ("**Disability**"), Executive's employment may be terminated by Company for Disability. If Executive's employment is terminated for Disability, in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 and the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, Executive shall be eligible to receive the Without Cause Separation Package defined in Section 5(d)(i).

(d) Other Terminations.

(i) By Company for Reason Other Than Cause. Company may terminate this Agreement and Executive's employment for any reason whatsoever, or for no reason, in Company's sole discretion by providing a Notice of Termination (as defined in Section 5(e) below). For purposes of this Agreement, acceptance by Company of Executive's resignation upon Company's request or by mutual agreement shall be deemed to be a termination by Company according to this Section 5(d)(i). In the event that Executive's employment is terminated by Company for any reason other than Cause (defined in Section 5(d)(ii) below) and not due to Executive's death or Disability, then in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 and the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, (A) Company shall pay Executive (x) a lump sum equal to one and one-half times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to one and one-half times Executive's Target Bonus for the calendar year in which the Date of Termination occurs, in either case, payable in four substantially equal installments, with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid on the last business day of each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the COBRA Premium (as defined above); provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the PHSA. Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments made under this Section shall be referred to as the "**Without Cause Separation Package**."

(ii) By Company for Cause. Company may terminate this Agreement and Executive's employment at any time for Cause. Notwithstanding the foregoing provisions of this Section 5, in the event Executive's employment is terminated because of Cause, Company shall have no obligations pursuant to this Agreement after the Date of Termination other than for Base Compensation accrued but unpaid through the Date of Termination (defined by Section 5(f) below) and reimbursement of business expenses properly incurred but unreimbursed (to the extent reimbursable) prior to Date of Termination. For purposes herein, "**Cause**" means (A) Executive's gross negligence, gross neglect or willful misconduct in the performance of the duties required hereunder that results in a material adverse effect on Company, (B) Executive's conviction for, deferred adjudication of, or plea of no contest or nolo contendere to a felony, or (C) Executive's

material breach of any material provision of this Agreement. Notwithstanding the foregoing, prior to any termination for Cause under clauses (A) or (C) of the preceding sentence, (X) Company must provide Executive with reasonable notice of not less than ten (10) business days detailing the failure or conduct on which the termination is to be based, (Y) Company must provide Executive a reasonable opportunity to cure such failure or conduct, and (Z) after such notice and an opportunity to cure, the Board must reasonably determine that Executive has not cured such failure or conduct. Executive shall not be deemed to have been terminated for Cause unless and until Executive has been provided an opportunity to be heard in person by the Board (with the assistance of Executive's counsel if Executive so desires) on at least five business days' advance notice, and the Board must unanimously approve the termination of Executive for Cause.

(iii) After a Change in Control. If Executive terminates his employment with Good Reason or Company terminates Executive's employment without Cause (and not due to Executive's death or Disability) within twelve (12) months following a Change in Control (as defined below), then in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the quotient of the number of days served between May 1, 2020 and the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, and in lieu of the Without Cause Separation Package or Good Reason Separation Package to which Executive would otherwise be entitled pursuant to Section 5(d)(i) or Section 5(a)(ii), (A) Company shall pay Executive (x) a lump sum equal to two times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to two times the Target Bonus for the calendar year in which the Date of Termination occurs, payable in four substantially equal installments with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid in each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the COBRA Premium; provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the PHSA. Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments made under this Section shall be referred to as the "**CIC Separation Package**." For the avoidance of doubt, if Executive's employment is not terminated by Executive with Good Reason or by Company without Cause (and not due to Executive's death or Disability) within twelve (12) months following a Change in Control, then Executive shall no longer be eligible to receive the CIC Separation Package with

respect to such Change in Control but shall remain eligible to receive the Without Cause Separation Package or Good Reason Separation Package pursuant to Section 5(d)(i) or Section 5(a)(ii) or, if in the future Executive's employment is terminated by Executive with Good Reason or by Company without Cause (and not due to Executive's death or Disability) within twelve (12) months following the occurrence of a subsequent Change in Control, Executive shall again be eligible to receive the CIC Separation Package.

For purposes of this Agreement, the term "**Change in Control**" means the occurrence of any of the following events: (i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) becomes, directly or indirectly, the "beneficial owner" (as determined pursuant to Rule 13d-3 promulgated under the Exchange Act), by way of acquisition, transfer, merger, consolidation, recapitalization, reorganization or otherwise, of more than 50% of either (a) the then-outstanding shares of Company's common stock ("**Stock**") or (b) securities of Company representing the combined voting power of the then-outstanding voting securities of Company entitled to vote generally in the election of directors; or (ii) the consummation of a sale or other disposition of assets of 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 Group (other than such a sale or disposition immediately after which such assets are owned directly or indirectly by the owners of Company in substantially the same proportions as their ownership of Stock immediately prior to such sale or disposition). The Parties agree that the Merger shall constitute a Change in Control for purposes of this Agreement.

(e) Notice of Termination. Any purported termination of Executive's employment by Company or by Executive and any purported termination of this Agreement shall be communicated by written notice of termination ("**Notice of Termination**") to the other Party hereto in accordance with Section 9 hereof. Notice of Termination shall include the effective Date of Termination (defined in Section 5(f)) of this Agreement. Any Notice of Termination shall be deemed to also be Executive's resignation as director and/or officer of any member of the Company Group. Executive agrees to execute any and all documentation of such resignations upon request by Company, but he shall be treated for all purposes as having so resigned upon the Date of Termination, regardless of when or whether he executes any such documentation.

(f) Date of Termination. "**Date of Termination**" shall mean in the case of Executive's death, his date of death, and in all other cases, the date specified in the Notice of Termination as the effective date on which this Agreement shall be terminated, provided that the Date of Termination shall occur on the date on which Executive incurs a "separation from service" within the meaning of Section 409A if such date is different than the date specified in the Notice of Termination.

(g) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor, shall the amount of any payment or benefit provided for in this Agreement be reduced by any compensation or benefit earned by Executive as a result of employment by another employer, self-employment earnings, by retirement benefits, by offset against any amount claimed to be owing by Executive to Company, or otherwise.

(h) Reimbursements for Expenses. Company shall reimburse Executive for business expenses properly incurred prior to the Date of Termination, regardless of the circumstances of termination, and in accordance with Company's reimbursement policy.

(i) Release. Notwithstanding any other provision in this Agreement to the contrary, Executive shall be eligible to receive the Good Reason Separation Package, the Without Cause Separation Package, the CIC Separation Package, or the Death Benefit Package payments pursuant to Section 5(b) (each referred to individually as a "**Separation Package**") only if Executive (or, following Executive's death, Executive's estate) has executed and not revoked a release of all claims in a form acceptable to Company (the "**Release**"), which Release shall release Company, each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) (collectively referred to as the "**Released Parties**") from any and all claims, including any and all causes of action arising out of Executive's employment with Company, any member of the Company Group or any of their respective affiliates or the termination of such employment, but excluding all claims to any Separation Package (or portion thereof) that Executive may have, any claims with respect to any vested benefits, indemnification rights Executive had for any actions or omissions occurring while employed by Company, any claims Executive may have for worker's compensation benefits, and any other claims against any third party not included amongst the Released Parties. To be entitled to receive a Separation Package, the time period during which Executive can revoke the Release must expire before the sixtieth (60^{th}) day after the Date of Termination. Unless and until Executive has executed and not revoked a Release and the time period during which Executive can revoke the Release has expired, Executive shall have no right to receive a Separation Package. If Executive has not executed without revoking a Release and the time period during which Executive can revoke the Release has not expired before the sixtieth (60^{th}) day after the Date of Termination, Executive shall immediately forfeit his rights to a Separation Package. For purposes of this Section 5(i), the term "Executive" shall include Executive's estate, in the event of Executive's death.

(j) Compliance with Section 409A. It is the intention of both Company and Executive that the benefits and rights to which Executive could be entitled pursuant to this Agreement comply with or are exempt from Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder ("**Section 409A**"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any benefits or rights constitute "nonqualified deferred compensation" under Section 409A, then the nonqualified deferred compensation shall be subject to the following additional requirements, if and to the extent required to comply with Section 409A:

(i) Neither Company nor Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(ii) For purposes of the foregoing, the terms used within this Section 5(j) have the same meanings as those terms have for purposes of Section 409A, and the limitations

set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Section 409A that are applicable to the deferred compensation.

(iii) For purposes of applying the provisions of Section 409A to this Agreement, and to the extent permissible under Section 409A, each installment payment and each separately identified amount to which Executive is entitled under this Agreement shall, in each case, be treated as a separate payment.

(iv) Any reimbursements by Company to Executive of any eligible expenses under this Agreement that are not excludable from Executive's income for Federal income tax purposes (the "**Taxable Reimbursements**") shall be made by no later than the last day of Executive's taxable year immediately following the year in which the expense was incurred. The amount of any Taxable Reimbursements, and the value of any in-kind benefits to be provided to Executive, during any taxable year of Executive shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Executive. The right to Taxable Reimbursement, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit.

(v) If Executive or Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, the concerned Party shall promptly advise the other and both Parties shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on Executive and on Company). Notwithstanding the foregoing, Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall Company be liable for all or any portion of the taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

(vi) Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between Executive and Company during the six-month period immediately following Executive's separation from service shall instead be paid on the first business day after the date that is six months following Executive's separation from service (or, if earlier, Executive's date of death).

6. *Restrictive Covenants*.

(a) General. The Parties acknowledge that during the Term, Company shall disclose to Executive or provide Executive with access to trade secrets or confidential information of Company or the other members of the Company Group, and Company may place Executive in a position to develop business goodwill on behalf of Company or the members of the Company Group or entrust Executive with business opportunities of Company or the members of the Company Group. As a condition of Executive's receipt of Confidential Information and employment hereunder, and in order to protect the trade secrets and Confidential Information of Company and the other members of

the Company Group that have been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and the other members of the Company Group that have been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and the other members of the Company Group; and as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the following obligations relating to unauthorized disclosures, non-competition and non-solicitation.

(b) Confidential Information; Unauthorized Disclosure. Executive shall not, whether during the period of his employment hereunder or thereafter, without the written consent of the Board or a person authorized thereby, disclose to any person, other than an executive of Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of his duties as an executive of Company, any Confidential Information obtained by him while in the employ of Company with respect to Company's business. Subject to the exclusions below, as used in this Agreement "**Confidential Information**" means data or information in any form, regardless of whether or not marked "confidential" or "proprietary" (1) which concerns, relates to, or comes from the business activities, business methods, products, services, relationships, research, or business development of Company or another member of the Company Group; (2) which Executive received, designed, compiled, produced, used, generated or otherwise became aware of as a result of his employment or engagement with Company or any other member of the Company Group; and (3) which is not generally known to the public. The parties agree that "Confidential Information" specifically includes, but is not limited to, trade secrets (as defined by Texas and federal law) of Company or another member of the Company Group and the following kinds of information and data (to the extent not generally known to the public): (i) information about the customers and prospective customers (such as customer and prospective customer identities, contact information, preferences, needs, requirements, specifications, proposals, contracts, financial information, and historic purchasing patterns, and information about Company's or its Affiliates' provision of products and services to each customer) of Company or another member of the Company Group; (ii) non-public information about the products and service techniques of Company or any other member of the Company Group; (iii) the computer systems and software developed by Company or another member of the Company Group or their respective agents for use by of Company or another member of the Company Group; (iv) non-public information about the business methods (such as sales methods, business processes, training manuals and methods, research and development work, purchasing information and contracts, and new ideas made or conceived by employees or agents) of Company or another member of the Company Group; (v) financial information (such as pricing and bidding formulas, financial projections, budgets, analyses, accounting data, and financing information) of Company or another member of the Company Group; (vi) information about the business plans and strategies (such as marketing plans, opportunities for new or developing business, products, services, or markets, and information about new business partnerships or distributorship arrangements) of Company or another member of the Company Group; (vii) private personnel information (including employee social security numbers and medical records); (viii) communications between Company or other members of the Company Group and their respective attorneys; (ix) information provided to Company or another member of the Company Group with an expectation of confidentiality or which is subject to non-disclosure obligations (such as information shared in confidence by a customer or supplier); and (x) information marked "confidential" or "proprietary" by Company or another member of the Company Group. "Confidential Information" does not include general knowledge and skills used throughout the energy industry or any information which Executive may be required to disclose by any applicable

law, order, or judicial or administrative proceeding. In no event shall an asserted violation of the provisions of this Section constitute a basis for deferring or withholding any amounts payable to Executive under this Agreement. Within fourteen (14) days after the termination of Executive's employment for any reason, Executive shall return to Company all documents and other tangible items containing Company or other Company Group information which are in Executive's possession, custody or control. Executive agrees that all Confidential Information exclusively belongs to Company, the other members of the Company Group or their designated affiliate, and that any work of authorship relating to Company's business, products or services, whether such work is created solely by Executive or jointly with others, and whether or not such work is Confidential Information, shall be deemed exclusively belonging to Company, the other members of the Company Group or their designated affiliate.

(c) Permitted Disclosures. Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "**Governmental Authorities**") regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities; (iii) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement requires Executive to obtain prior authorization from Company before engaging in any conduct described in this paragraph, or to notify Company that Executive has engaged in any such conduct.

(d) Non-Competition. Executive covenants and agrees that during the Prohibited Period, Executive 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 Executive performs services or otherwise has duties that are the same as, or are similar to, those performed by Executive for any member of the Company Group. Nothing in the foregoing Section 6(d) will prevent Executive 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 Executive nor any of Executive'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. Further, nothing in this Section 6(d) or Section 6(e) below will restrict Executive from the practice of law following the time that he is no longer employed or engaged by any member of the Company Group; *provided, however*, Executive acknowledges and

agrees that he will abide by all professional and ethical obligations (including those with respect to conflicts and confidentiality) that may exist following such time. The term "**Prohibited Period**" means the period in which Executive is employed or engaged by any member of the Company Group and continuing through the date that is 12 months after the date that Executive is no longer employed or engaged by any member of the Company Group. The term "**Business**" means the business in which the Company Group is engaged and for which Executive has responsibility during the period of time that Executive is providing services to any member of the Company Group, which business includes the business of comprehensive oilfield services, including directional drilling, pressure control, pressure pumping and wireline. The "**Restricted Area**" means Colorado, Kansas, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, West Virginia and Wyoming.

(e) Non-Solicitation. Executive covenants and agrees that during the Prohibited Period, Executive 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 Executive obtained Confidential Information, with whom or which Executive had contact, or for whom or which Executive had responsibility on behalf of any member of the Company Group.

(f) Enforcement and Reformation. It is the desire and intent of the Parties that the provisions of this Section 6 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Section 6 (or part thereof) shall be adjudicated to be invalid or unenforceable, such provision (or part thereof) shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. Such deletion shall apply only with respect to the operation of such provisions (or parts thereof) of this Section 6 in the particular jurisdiction in which such adjudication is made. In addition, if the scope of any restriction contained in this Section 6 is too broad to permit enforcement thereof to its fullest extent, then such restriction shall be enforced to the maximum extent permitted by law, and Executive hereby consents and agrees that such scope may be judicially modified in any proceeding brought to enforce such restriction.

(g) Remedies. In the event of a breach or threatened breach by Executive of any of the provisions of this Section 6, Executive acknowledges that money damages would not be sufficient remedy, and Company and the other members of the Company Group shall be entitled to specific performance, injunction and such other equitable relief as may be necessary or desirable to enforce the restrictions contained herein. Such remedies are not exclusive, and nothing herein contained shall be construed as prohibiting Company or the other members of the Company Group from pursuing any other remedies available for such breach or threatened breach or any other breach of this Agreement.

7. *Non-exclusivity of Rights*. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by Company or any member of the Company Group and for which Executive may qualify, nor shall anything herein limit or otherwise adversely affect such rights as Executive

may have under any stock option or other agreements with Company or any member of the Company Group.

8. *Non-assignability by Executive*. The obligations of Executive hereunder are personal and may not be assigned or delegated by him or transferred in any manner whatsoever, nor are such obligations subject to involuntary alienation, assignment or transfer, except by will or the laws of descent and distribution.

9. *Method of Notice*. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, sent by overnight courier or by facsimile with confirmation of receipt or on the third business day after being mailed by United States registered mail, return receipt requested, postage prepaid, addressed to Company at its principal office address and facsimile number, directed to the attention of the Board with a copy to the Secretary of Company, and to Executive at Executive's residence address, personal email address provided by Executive to Company, and facsimile number, if any, on the records of Company or to such other address as either Party may have furnished to the other in writing in accordance herewith except that notice of change of address shall be effective only upon receipt.

10. *Validity*. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. *Successors and Binding Agreement*. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company (whether direct or indirect, by purchase, merger, consolidation or otherwise), and this Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. As used in this Agreement, "**Company**" shall mean Company as hereinbefore defined and any successor by operation of law or otherwise and any successor to its business and/or assets as aforesaid which assumes this Agreement.

12. *Indemnification*. Company shall defend and indemnify Executive to the fullest extent allowed by law, and to provide him with coverage under any directors' and officers' liability insurance policies, in each case on terms not less favorable than those provided to any of its other directors and officers as in effect from time to time. In the event of any inconsistency or conflict between the provisions in this Section 12 and any provision in any other indemnity agreement or other agreement between the Parties, the provision in such other agreement shall control.

13. *Withholding; Deductions*. Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive, his estate or beneficiaries, shall be subject to withholding of such amounts relating to all federal, state, local and other taxes as Company may reasonably determine it should withhold pursuant to any applicable law or regulation and any deductions consented to in writing by Executive. In lieu of withholding such amounts in whole or in part, Company may, in its sole discretion, accept other provisions for

payment of taxes as required by law, provided Company is satisfied that all requirements of law affecting its responsibilities to withhold such taxes have been satisfied.

14. *Waiver and Modification*. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and such officer as may be specifically authorized by Company. No waiver by either Party hereto at any time of any breach by the other Party hereto of, or in compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

15. *Applicable Law.* This Agreement is entered into under, and the validity, interpretation, construction and performance of this Agreement shall be governed by, the laws of the State of Texas.

16. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17. *Entire Agreement*. Except as provided in the written benefit plans and programs and agreements of Company in effect during the Term, this Agreement is an integration of the Parties' agreement; no agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not set forth expressly in this Agreement; and, except as expressly stated herein, this Agreement contains the entire understanding of the Parties in respect of the subject matter and supersedes and replaces in full all prior written or oral agreements and understandings between the Parties with respect to such subject matters. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the Parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. In entering this Agreement, Executive and Company expressly acknowledge and agree that the A&R Employment Agreement will be terminated as of the Effective Date. For the avoidance of doubt, Executive expressly acknowledges and agrees that neither Company or any member of the Company Group nor any of their respective affiliates has any future obligations pursuant to the A&R Employment Agreement (including any obligations with respect to severance pay or benefits), as that agreement has been terminated and satisfied by each applicable entity in its entirety, and Executive has no further entitlements pursuant to the A&R Employment Agreement. Executive further acknowledges and agrees that, with the exception of any unpaid base salary earned in the pay period that includes the Effective Date, he has received all leaves (paid and unpaid), reimbursements for business expenses, and compensation that Executive has been owed, is owed or ever could be owed by Company, any member of the Company Group and each of their respective affiliates pursuant to the A&R Employment Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that the provisions regarding non-disclosure, non-competition and non-solicitation herein (including such provisions in Section 6 above) complement and are in addition to (and do not replace or supersede) all obligations that Executive has to Company, any member of the Company Group or any of their respective affiliates with respect to confidentiality, non-disclosure, non-competition and non-solicitation, as set forth in any other written agreement and as exist at common law.

18. *Representation by Executive*. Executive hereby represents and warrants to Company that, as of the Effective Date, he is not party to any employment or other agreement or obligation with or to any third party which would preclude him from employment with Company and performing his obligations under this Agreement.

19. *Severability*. If a court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement and all other provisions (and parts thereof) shall remain in full force and effect.

20. *Headings*. The paragraph headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

21. *Gender and Plurals; Interpretation*. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or unless the context requires otherwise, all references herein to an agreement, instrument or other document shall be deemed to refer to such agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The word "or" as used herein is not exclusive. All references to "including," "includes" or "include" shall be construed as meaning "including without limitation."

22. *Third-Party Beneficiaries*. Each member of the Company Group that is not a signatory hereto shall be a third-party beneficiary of Executive's representations, covenants, and commitments set forth in Sections 2, 6 and 17 hereto and shall be entitled to enforce such representations, covenants and commitments as if a party hereto.

23. *Certain Excise Taxes.* Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company, any member of the Company Group or any of their respective affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (i) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company, any member of the Company Group or any of their respective affiliates shall be one dollar ($1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (ii) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in

time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company, any member of the Company Group or any of their respective affiliates used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 23 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

24. *Provisions Regarding Effective Date*. As provided herein, the terms of this Agreement shall not be effective prior to the Effective Date. In the event that Executive's employment with QES Management LLC or Quintana or any of its subsidiaries or affiliates terminates at any time prior to the Effective Date such that, following such termination, Executive is no longer employed by QES Management LLC or Quintana or any of its subsidiaries or affiliates, regardless of the reason for such termination, such termination shall be governed by the terms of any agreements or understandings currently in effect between Executive, QES Management LLC and Quintana (including but not limited to the A&R Employment Agreement) and this Agreement shall be null and void and of no force or effect.

[Remainder of page intentionally left blank;

Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of May 3, 2020.

KLX ENERGY SERVICES HOLDINGS, INC.

By: /s/ Thomas P. McCaffrey
Name: Thomas P. McCaffrey
Title: President, Chief Executive Officer and Chief Financial Officer

[*Signature Page to Executive Employment Agreement – Max L. Bouthillette*]

EXECUTIVE

/s/ Max L. Bouthillette
Max L. Bouthillette

[*Signature Page to Executive Employment Agreement – Max L. Bouthillette*]

Exhibit 10.4

EXECUTION VERSION

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "**Agreement**") by and between KLX Energy Services Holdings, Inc., a Delaware corporation ("**Company**"), and Keefer M. Lehner ("**Executive**") is entered into as of the date hereof and shall be effective on the Effective Date (as defined below). Executive and Company shall be referred to individually as a "**Party**" and collectively as the "**Parties**" within this Agreement.

WHEREAS, Company, Krypton Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Company ("**Merger Sub**"), and Quintana Energy Services Inc., a Delaware corporation ("**Quintana**") entered into that certain Agreement and Plan of Merger (the "**Merger Agreement**"), pursuant to which Merger Sub will be merged with and into Quintana, with Quintana surviving the Merger as an indirect and wholly owned subsidiary of Company (the "**Merger**");

WHEREAS, on June 15, 2019, Executive and Quintana entered into that certain Amended and Restated Executive Employment Agreement (the "**A&R Employment Agreement**");

WHEREAS, Company, on behalf of itself and Quintana, and Executive mutually desire to continue Executive's employment with Company following the consummation of the Merger, to terminate the A&R Employment Agreement, and to enter into this Agreement to be effective as of the Closing Date (as defined in the Merger Agreement);

WHEREAS, the effective date of this Agreement (the "**Effective Date**") shall be the Closing Date; provided that the consummation of the Merger shall be a condition precedent to the effectiveness of this Agreement, and in the event the Merger Agreement is terminated prior to the consummation of the Merger, this Agreement shall be void and of no force or effect; and

WHEREAS, as of the Effective Date this Agreement shall supersede and replace in its entirety the A&R Employment Agreement, with the terms of Executive's employment being set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, obligations and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Term of Employment*. The "**Initial Term**" of Executive's employment hereunder shall commence on the Effective Date of this Agreement, and shall continue thereafter until the third (3rd) anniversary of the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. After the expiration of the Initial Term, if not earlier terminated, this Agreement shall automatically renew on each anniversary of the Effective Date for successive one (1) year periods. Each such one (1) year renewal term shall be referred to as a "**Renewal Term**." The period that Executive is employed hereunder is referred to as the "**Term**" of this Agreement.

2. *Executive's Duties*.

(a) Positions. During the Term, Executive shall serve as Executive Vice President and Chief Financial Officer (and/or in such other positions as Company may designate from time to time, which positions may involve providing services to Company's direct or indirect subsidiaries, as the Parties mutually may agree) with such duties and responsibilities as may from time to time be assigned to him by Company, provided that such duties are at all times consistent with the duties of such positions. Company and each entity which is owned (directly or indirectly) or controlled by Company are referred to herein collectively as the "**Company Group**." Executive agrees to serve, without additional compensation, if elected or appointed to the one or more offices or as a director of any member of the Company Group. Company and Executive hereby agree that (i) at any time and from time to time, Company may cause any member of the Company Group to be Executive's employer, and, subject to Section 11, any such change in Executive's employer shall not alter the rights and obligations of the parties hereunder; and (ii) Executive's employer commencing as of the Effective Date shall be QES Management LLC until such time as such employer may be changed in accordance with clause (i) of this sentence.

(b) Other Interests. Executive agrees, during the Term, to devote his full business time, energy and best efforts to the business and affairs of the Company Group and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors of Company (the "**Board**"). Executive will be allowed to participate as a member of the board of directors for individual portfolio companies controlled by Quintana Capital Group or Archer Limited and as a member of the board of directors of any non-profit organizations so long as such participation does not (i) materially impact Executive's ability to fulfill all of Executive's duties for Company or (ii) create an actual or potential conflict with the interests of Company. Notwithstanding the foregoing, Executive will be permitted to, with the prior written consent of the Board (which consent can be withheld by the Board in its discretion), act or serve as a director, trustee, committee member or principal of a for-profit business organization.

3. *Compensation*.

(a) Base Compensation. For services rendered by Executive under this Agreement, Company shall pay to Executive a minimum base salary ("**Base Compensation**") at the rate of $400,000 per annum payable in accordance with Company's customary payroll practice for its senior executive officers, as in effect from time to time. The amount of Base Compensation shall be reviewed periodically by the Board and may be increased from time to time as the Board may deem appropriate. References in this Agreement to Base Compensation shall refer to Executive's Base Compensation as so increased from time to time. Base Compensation, as in effect at any time, may not be decreased without the prior written consent of Executive.

(b) Annual Bonus. In addition to his Base Compensation, Executive shall be eligible to receive each year during the Term, a cash incentive payment ("**Bonus**") in an amount determined by the Board based on Executive's individual performance, the performance of Company and performance goals established by the Board, which for 2020, shall be pro-rated for the period of service from May 1, 2020 through and including December 31, 2020. The target Bonus shall be an amount equal to 75% of Executive's Base Compensation in effect at the time the Bonus is determined ("**Target Bonus**"). Such Bonus, if any, shall be paid not later than March 15 of the calendar year following the calendar year in which the Bonus was earned.

(c) Equity Compensation. During the Term, Executive shall be eligible to participate in any equity compensation arrangement or plan, including but not limited to the KLX Energy Services Holdings, Inc. Long-Term Incentive Plan and any successor plans (as applicable, and as amended from time to time, the "**LTIP**"), offered by Company or any member of the Company Group to senior executives on such terms and conditions as the Board shall determine in its sole discretion. Except as provided herein, nothing herein shall be construed to give Executive any rights to any amount or type of awards, or rights as an equity holder pursuant to any such plan, grant or award except as provided in such award or grant to Executive provided in writing and authorized by the Board.

4. *Other Benefits*.

(a) Paid Time Off. Executive shall be entitled to take up to twenty-five (25) work days as annual paid time off provided that such paid time off time does not interfere with his duties hereunder. Such paid time off will accrue and must be taken in accordance with Company's paid time off policies in effect from time to time. Executive shall also be entitled to paid holidays in accordance with Company's policies applicable to senior executives of the Company Group as may be in effect from time to time.

(b) Business Expenses. Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the performance of his duties, which expenses will be subject to the oversight of the Board, in the normal course of business and will be compliant with the applicable reimbursement policy of Company. It is understood that Executive is authorized to incur reasonable business expenses for promoting the business of Company, including reasonable expenditures for travel, lodging, meals and client or business associate entertainment. Request for reimbursement for such expenses must be accompanied by appropriate documentation.

(c) Automobile. During the Term, Executive shall receive an automobile allowance of $1,200 per month, payable in accordance with Company policy as established from time to time.

(d) Benefits. During the Term, Executive shall be entitled to participate in or receive benefits under any life or disability insurance, health, pension, retirement, accident, and any other employee benefit plans, programs and arrangements made generally available by Company to its senior executives, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements as may be in effect from time to time.

5. *Termination and Effect on Compensation*.

(a) Resignation by Executive.

(i) Executive may terminate his employment under this Agreement and resign his position(s) with Company at any time, for any reason whatsoever, or for no reason, in Executive's sole discretion, by delivering a Notice of Termination (defined in Section 5(e) below) providing thirty (30) days' advance notice of termination (the "**Notice Period**"). In the event of such termination, except as otherwise provided below, Executive shall not be entitled to further compensation pursuant to this Agreement except: (A) as may be provided by the terms of any benefit plans of Company or any member of the Company Group in which Executive may be a participant, and the terms of any outstanding equity-based awards, (B) for Base Compensation accrued but unpaid through the Date of Termination (defined in Section 5(f) below), and (C) reimbursement of business expenses properly incurred but unreimbursed (to the extent reimbursable) prior to the Date of Termination. Company retains the discretion to use or decline use of Executive's services through the Notice Period but retains the obligation to pay Executive's Base Compensation through the Notice Period.

(ii) Notwithstanding the provisions of Section 5(a)(i), in the event that Executive terminates this Agreement by resigning for Good Reason (defined below), in addition to all accrued but unpaid Base Compensation for services provided through the Date of Termination, the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, (A) Company shall pay Executive (x) an amount equal to one and one-half times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to one and one-half times Executive's Target Bonus for the calendar year in which the Date of Termination occurs, in either case, payable in four substantially equal installments, with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid on the last regular pay date of each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the premiums that Executive pays pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974 (collectively, "**COBRA**") to continue coverage in the health, dental and vision insurance plans sponsored by Company in which Executive and Executive's dependents participated immediately prior to the Date of Termination (each such premium being a "**COBRA Premium**"); provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the Public Health Service Act and the related regulations and guidance promulgated thereunder (collectively, including any successor statute, the "**PHSA**"). Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments provided under this Section shall be referred to as the "**Good Reason Separation Package**."

For purposes of this Agreement, "**Good Reason**" shall mean (1) the material breach of any of Company's obligations under this Agreement without Executive's written consent; (2) the change of Executive's title or the assignment to Executive of any duties that materially adversely alter the nature or status of Executive's office, title, and responsibilities, including reporting responsibilities, or action by Company that results in the material diminution of Executive's position, duties or authorities, from those in effect immediately prior to such change in title, assignment or action, in each case, without Executive's written consent; or (3) in the event that Executive and Company cannot agree on a relocation package, the relocation of Company's principal executive offices, or Company's requiring Executive to relocate, anywhere outside the greater Houston, Texas metropolitan area, except for required travel on Company's business to an extent substantially consistent with Executive's obligations under this Agreement. To constitute Good Reason, Executive is required to provide notice to Company of the existence of the conditions constituting Good Reason within a period not to exceed ninety (90) days from the initial existence of the condition and Company must be provided a period of at least thirty (30) days during which it may remedy the condition. For the avoidance of doubt, the assignment to Executive of any duties that materially adversely alter the nature or status of Executive's office, title, and responsibilities, including reporting responsibilities, or action by Company that results in the material diminution of Executive's position, duties or authorities, in each case, from those in effect immediately prior to the Closing Date, without Executive's written consent, shall constitute Good Reason for purposes of this Agreement.

(b) Death of Executive. If Executive dies during the term of this Agreement, in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, Company will be obligated to continue for twelve (12) months after the Date of Termination to pay the Base Compensation payments under Section 3(a) of this Agreement (such continuation payments are referred to herein as the "**Death Benefit Package**"). Company may thereafter terminate this Agreement without additional compensation to Executive's estate except to the extent this Agreement or any plan or arrangement of Company provides for vested benefits or continuation of benefits beyond termination of Executive's employment.

(c) Disability of Executive. If Executive shall have been absent from the full-time performance of Executive's duties with Company for 180 business days during any twelve-month period as a result of Executive's incapacity due to accident, physical or mental illness, or other circumstance which renders him mentally or physically incapable of performing the duties and services required of him hereunder on a full-time basis as determined by Executive's physician ("**Disability**"), Executive's employment may be terminated by Company for Disability. If Executive's employment is terminated for Disability, in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, Executive shall be eligible to receive the Without Cause Separation Package defined in Section 5(d)(i).

(d) Other Terminations.

(i) By Company for Reason Other Than Cause. Company may terminate this Agreement and Executive's employment for any reason whatsoever, or for no reason, in Company's sole discretion by providing a Notice of Termination (as defined in Section 5(e) below). For purposes of this Agreement, acceptance by Company of Executive's resignation upon Company's request or by mutual agreement shall be deemed to be a termination by Company according to this Section 5(d)(i). In the event that Executive's employment is terminated by Company for any reason other than Cause (defined in Section 5(d)(ii) below) and not due to Executive's death or Disability, then in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, (A) Company shall pay Executive (x) a lump sum equal to one and one-half times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to one and one-half times Executive's Target Bonus for the calendar year in which the Date of Termination occurs, in either case, payable in four substantially equal installments, with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid on the last business day of each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the COBRA Premium (as defined above); provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the PHSA. Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments made under this Section shall be referred to as the "**Without Cause Separation Package**."

(ii) By Company for Cause. Company may terminate this Agreement and Executive's employment at any time for Cause. Notwithstanding the foregoing provisions of this Section 5, in the event Executive's employment is terminated because of Cause, Company shall have no obligations pursuant to this Agreement after the Date of Termination other than for Base Compensation accrued but unpaid through the Date of Termination (defined by Section 5(f) below) and reimbursement of business expenses properly incurred but unreimbursed (to the extent reimbursable) prior to Date of Termination. For purposes herein, "**Cause**" means (A) Executive's gross negligence, gross neglect or willful misconduct in the performance of the duties required hereunder that results in a material adverse effect on Company, (B) Executive's conviction for, deferred adjudication of, or plea of no contest or nolo contendere to a felony, or (C) Executive's material breach of any material provision of this Agreement. Notwithstanding the foregoing, prior to any termination for Cause under clauses (A) or (C) of the preceding sentence, (X) Company must provide Executive with reasonable notice of not less than ten (10) business days detailing the failure or conduct on which the termination is to be based, (Y) Company must provide Executive a reasonable opportunity to cure such failure or conduct, and (Z) after such notice and an opportunity to cure, the Board must reasonably determine that Executive has not cured such failure or conduct. Executive shall not be deemed to have been terminated for Cause unless and until Executive has been provided an opportunity to be heard in person by the Board (with the assistance of Executive's counsel if Executive so desires) on at least five business days' advance notice, and the Board must unanimously approve the termination of Executive for Cause.

(iii) After a Change in Control. If Executive terminates his employment with Good Reason or Company terminates Executive's employment without Cause (and not due to Executive's death or Disability) within twelve (12) months following a Change in Control (as defined below), then in addition to accrued but unpaid Base Compensation for services provided through the Date of Termination (defined in Section 5(f) below), the pro-rata value of Executive's Target Bonus for the current calendar year through the Date of Termination (for 2020, based on the number of days served between May 1, 2020 through the Date of Termination divided by 245), and payment for the value of any accrued, unused paid time off then-existing as of the Date of Termination, and in lieu of the Without Cause Separation Package or Good Reason Separation Package to which Executive would otherwise be entitled pursuant to Section 5(d)(i) or Section 5(a)(ii), (A) Company shall pay Executive (x) a lump sum equal to two times Executive's Base Compensation, payable on Company's first regular pay date that is on or after the 60th day following the Date of Termination and (y) an amount equal to two times the Target Bonus for the calendar year in which the Date of Termination occurs, payable in four substantially equal installments with the first such installment paid on Company's first regular pay date that is on or after the 60th day following the Date of Termination and the three remaining installments paid in each of the three calendar quarters immediately following the calendar quarter that includes the Date of Termination and (B) for the period beginning on the Date of Termination and ending on the date that is 18 months after the Date of Termination, Company shall reimburse Executive for the COBRA Premium; provided, however, that in order to receive a COBRA Premium reimbursement, Executive must timely elect COBRA continuation coverage, pay the applicable COBRA Premium and provide Company with evidence satisfactory to Company of Executive's having paid the COBRA Premium within 30 days of having paid such COBRA Premium; provided, further, however, that no COBRA Premium reimbursement shall be payable if such reimbursement could reasonably be expected to subject Company or any member of the Company Group to sanctions imposed pursuant to Section 2716 of the PHSA. Each COBRA Premium reimbursement shall be provided to Executive by Company within 30 days of its receipt of such evidence of the COBRA Premium payment; provided, further, however, that Company shall have no obligation to provide Executive the COBRA Premium reimbursement for any period in which Executive is eligible to participate in a group medical plan sponsored by any other employer. Executive agrees and understands that the payment of any COBRA Premium will remain Executive's sole responsibility. Collectively, the payments made under this Section shall be referred to as the "**CIC Separation Package**." For the avoidance of doubt, if Executive's employment is not terminated by Executive with Good Reason or by Company without Cause (and not due to Executive's death or Disability) within twelve (12) months following a Change in Control, then Executive shall no longer be eligible to receive the CIC Separation Package with respect to such Change in Control but shall remain eligible to receive the Without Cause Separation Package or Good Reason Separation Package pursuant to Section 5(d)(i) or Section 5(a)(ii) or, if in the future Executive's employment is terminated by Executive with Good Reason or by Company without Cause (and not due to Executive's death or Disability) within twelve (12) months following the occurrence of a subsequent Change in Control, Executive shall again be eligible to receive the CIC Separation Package.

For purposes of this Agreement, the term "**Change in Control**" means the occurrence of any of the following events: (i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) becomes, directly or indirectly, the "beneficial owner" (as determined pursuant to Rule 13d-3 promulgated under the Exchange Act), by way of acquisition, transfer, merger, consolidation, recapitalization, reorganization or otherwise, of more than 50% of either (a) the then-outstanding shares of Company's common stock ("**Stock**") or (b) securities of Company representing the combined voting power of the then-outstanding voting securities of Company entitled to vote generally in the election of directors; or (ii) the consummation of a sale or other disposition of assets of 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 Group (other than such a sale or disposition immediately after which such assets are owned directly or indirectly by the owners of Company in substantially the same proportions as their ownership of Stock immediately prior to such sale or disposition). The Parties agree that the Merger shall constitute a Change in Control for purposes of this Agreement.

(e) Notice of Termination. Any purported termination of Executive's employment by Company or by Executive and any purported termination of this Agreement shall be communicated by written notice of termination ("**Notice of Termination**") to the other Party hereto in accordance with Section 9 hereof. Notice of Termination shall include the effective Date of Termination (defined in Section 5(f)) of this Agreement. Any Notice of Termination shall be deemed to also be Executive's resignation as director and/or officer of any member of the Company Group. Executive agrees to execute any and all documentation of such resignations upon request by Company, but he shall be treated for all purposes as having so resigned upon the Date of Termination, regardless of when or whether he executes any such documentation.

(f) Date of Termination. "**Date of Termination**" shall mean in the case of Executive's death, his date of death, and in all other cases, the date specified in the Notice of Termination as the effective date on which this Agreement shall be terminated, provided that the Date of Termination shall occur on the date on which Executive incurs a "separation from service" within the meaning of Section 409A if such date is different than the date specified in the Notice of Termination.

(g) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor, shall the amount of any payment or benefit provided for in this Agreement be reduced by any compensation or benefit earned by Executive as a result of employment by another employer, self-employment earnings, by retirement benefits, by offset against any amount claimed to be owing by Executive to Company, or otherwise.

(h) Reimbursements for Expenses. Company shall reimburse Executive for business expenses properly incurred prior to the Date of Termination, regardless of the circumstances of termination, and in accordance with Company's reimbursement policy.

(i) Release. Notwithstanding any other provision in this Agreement to the contrary, Executive shall be eligible to receive the Good Reason Separation Package, the Without Cause Separation Package, the CIC Separation Package, or the Death Benefit Package payments pursuant to Section 5(b) (each referred to individually as a "**Separation Package**") only if Executive (or, following Executive's death, Executive's estate) has executed and not revoked a release of all claims in a form acceptable to Company (the "**Release**"), which Release shall release Company, each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) (collectively referred to as the "**Released Parties**") from any and all claims, including any and all causes of action arising out of Executive's employment with Company, any member of the Company Group or any of their respective affiliates or the termination of such employment, but excluding all claims to any Separation Package (or portion thereof) that Executive may have, any claims with respect to any vested benefits, indemnification rights Executive had for any actions or omissions occurring while employed by Company, any claims Executive may have for worker's compensation benefits, and any other claims against any third party not included amongst the Released Parties. To be entitled to receive a Separation Package, the time period during which Executive can revoke the Release must expire before the sixtieth (60^{th}) day after the Date of Termination. Unless and until Executive has executed and not revoked a Release and the time period during which Executive can revoke the Release has expired, Executive shall have no right to receive a Separation Package. If Executive has not executed without revoking a Release and the time period during which Executive can revoke the Release has not expired before the sixtieth (60^{th}) day after the Date of Termination, Executive shall immediately forfeit his rights to a Separation Package. For purposes of this Section 5(i), the term "Executive" shall include Executive's estate, in the event of Executive's death.

(j) Compliance with Section 409A. It is the intention of both Company and Executive that the benefits and rights to which Executive could be entitled pursuant to this Agreement comply with or are exempt from Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder ("**Section 409A**"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If any benefits or rights constitute "nonqualified deferred compensation" under Section 409A, then the nonqualified deferred compensation shall be subject to the following additional requirements, if and to the extent required to comply with Section 409A:

(i) Neither Company nor Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(ii) For purposes of the foregoing, the terms used within this Section 5(j) have the same meanings as those terms have for purposes of Section 409A, and the limitations set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Section 409A that are applicable to the deferred compensation.

(iii) For purposes of applying the provisions of Section 409A to this Agreement, and to the extent permissible under Section 409A, each installment payment and each separately identified amount to which Executive is entitled under this Agreement shall, in each case, be treated as a separate payment.

(iv) Any reimbursements by Company to Executive of any eligible expenses under this Agreement that are not excludable from Executive's income for Federal income tax purposes (the "**Taxable Reimbursements**") shall be made by no later than the last day of Executive's taxable year immediately following the year in which the expense was incurred. The amount of any Taxable Reimbursements, and the value of any in-kind benefits to be provided to Executive, during any taxable year of Executive shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Executive. The right to Taxable Reimbursement, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit.

(v) If Executive or Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, the concerned Party shall promptly advise the other and both Parties shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on Executive and on Company). Notwithstanding the foregoing, Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall Company be liable for all or any portion of the taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

(vi) Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between Executive and Company during the six-month period immediately following Executive's separation from service shall instead be paid on the first business day after the date that is six months following Executive's separation from service (or, if earlier, Executive's date of death).

6. *Restrictive Covenants*.

(a) General. The Parties acknowledge that during the Term, Company shall disclose to Executive or provide Executive with access to trade secrets or confidential information of Company or the other members of the Company Group, and Company may place Executive in a position to develop business goodwill on behalf of Company or the members of the Company Group or entrust Executive with business opportunities of Company or the members of the Company Group. As a condition of Executive's receipt of Confidential Information and employment hereunder, and in order to protect the trade secrets and Confidential Information of Company and the other members of the Company Group that have been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and the other members of the Company Group that have been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and the other members of the Company Group; and as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the following obligations relating to unauthorized disclosures, non-competition and non-solicitation.

(b) Confidential Information; Unauthorized Disclosure. Executive shall not, whether during the period of his employment hereunder or thereafter, without the written consent of the Board or a person authorized thereby, disclose to any person, other than an executive of Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of his duties as an executive of Company, any Confidential Information obtained by him while in the employ of Company with respect to Company's business. Subject to the exclusions below, as used in this Agreement "**Confidential Information**" means data or information in any form, regardless of whether or not marked "confidential" or "proprietary" (1) which concerns, relates to, or comes from the business activities, business methods, products, services, relationships, research, or business development of Company or another member of the Company Group; (2) which Executive received, designed, compiled, produced, used, generated or otherwise became aware of as a result of his employment or engagement with Company or any other member of the Company Group; and (3) which is not generally known to the public. The parties agree that "Confidential Information" specifically includes, but is not limited to, trade secrets (as defined by Texas and federal law) of Company or another member of the Company Group and the following kinds of information and data (to the extent not generally known to the public): (i) information about the customers and prospective customers (such as customer and prospective customer identities, contact information, preferences, needs, requirements, specifications, proposals, contracts, financial information, and historic purchasing patterns, and information about Company's or its Affiliates' provision of products and services to each customer) of Company or another member of the Company Group; (ii) non-public information about the products and service techniques of Company or any other member of the Company Group; (iii) the computer systems and software developed by Company or another member of the Company Group or their respective agents for use by of Company or another member of the Company Group; (iv) non-public information about the business methods (such as sales methods, business processes, training manuals and methods, research and development work, purchasing information and contracts, and new ideas made or conceived by employees or agents) of Company or another member of the Company Group; (v) financial information (such as pricing and bidding formulas, financial projections, budgets, analyses, accounting data, and financing information) of Company or another member of the Company Group; (vi) information about the business plans and strategies (such as marketing plans, opportunities for new or developing business, products, services, or markets, and information about new business partnerships or distributorship arrangements) of Company or another member of the Company Group; (vii) private personnel information (including employee social security numbers and medical records); (viii) communications between Company or other members of the Company Group and their respective attorneys; (ix) information provided to Company or another member of the Company Group with an expectation of confidentiality or which is subject to non-disclosure obligations (such as information shared in confidence by a customer or supplier); and (x) information marked "confidential" or "proprietary" by Company or another member of the Company Group. "Confidential Information" does not include general knowledge and skills used throughout the energy industry or any information which Executive may be required to disclose by any applicable law, order, or judicial or administrative proceeding. In no event shall an asserted violation of the provisions of this Section constitute a basis for deferring or withholding any amounts payable to Executive under this Agreement. Within fourteen (14) days after the termination of Executive's employment for any reason, Executive shall return to Company all documents and other tangible items containing Company or other Company Group information which are in Executive's possession, custody or control. Executive agrees that all Confidential Information exclusively belongs to Company, the other members of the Company Group or their designated affiliate, and that any work of authorship relating to Company's business, products or services, whether such work is created solely by Executive or jointly with others, and whether or not such work is Confidential Information, shall be deemed exclusively belonging to Company, the other members of the Company Group or their designated affiliate.

(c) Permitted Disclosures. Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "**Governmental Authorities**") regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities; (iii) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement requires Executive to obtain prior authorization from Company before engaging in any conduct described in this paragraph, or to notify Company that Executive has engaged in any such conduct.

(d) Non-Competition. Executive covenants and agrees that during the Prohibited Period, Executive 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 Executive performs services or otherwise has duties that are the same as, or are similar to, those performed by Executive for any member of the Company Group. Nothing in the foregoing Section 6(d) will prevent Executive 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 Executive nor any of Executive'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. The term "**Prohibited Period**" means the period in which Executive is employed or engaged by any member of the Company Group and continuing through the date that is 12 months after the date that Executive is no longer employed or engaged by any member of the Company Group. The term "**Business**" means the business in which the Company Group is engaged and for which Executive has responsibility during the period of time that Executive is providing services to any member of the Company Group, which business includes the business of comprehensive oilfield services, including directional drilling, pressure control, pressure pumping and wireline. The "**Restricted Area**" means Colorado, Kansas, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, West Virginia and Wyoming.

(e) Non-Solicitation. Executive covenants and agrees that during the Prohibited Period, Executive 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 Executive obtained Confidential Information, with whom or which Executive had contact, or for whom or which Executive had responsibility on behalf of any member of the Company Group.

(f) Enforcement and Reformation. It is the desire and intent of the Parties that the provisions of this Section 6 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Section 6 (or part thereof) shall be adjudicated to be invalid or unenforceable, such provision (or part thereof) shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. Such deletion shall apply only with respect to the operation of such provisions (or parts thereof) of this Section 6 in the particular jurisdiction in which such adjudication is made. In addition, if the scope of any restriction contained in this Section 6 is too broad to permit enforcement thereof to its fullest extent, then such restriction shall be enforced to the maximum extent permitted by law, and Executive hereby consents and agrees that such scope may be judicially modified in any proceeding brought to enforce such restriction.

(g) Remedies. In the event of a breach or threatened breach by Executive of any of the provisions of this Section 6, Executive acknowledges that money damages would not be sufficient remedy, and Company and the other members of the Company Group shall be entitled to specific performance, injunction and such other equitable relief as may be necessary or desirable to enforce the restrictions contained herein. Such remedies are not exclusive, and nothing herein contained shall be construed as prohibiting Company or the other members of the Company Group from pursuing any other remedies available for such breach or threatened breach or any other breach of this Agreement.

7. *Non-exclusivity of Rights*. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by Company or any member of the Company Group and for which Executive may qualify, nor shall anything herein limit or otherwise adversely affect such rights as Executive may have under any stock option or other agreements with Company or any member of the Company Group.

8. *Non-assignability by Executive*. The obligations of Executive hereunder are personal and may not be assigned or delegated by him or transferred in any manner whatsoever, nor are such obligations subject to involuntary alienation, assignment or transfer, except by will or the laws of descent and distribution.

9. *Method of Notice*. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, sent by overnight courier or by facsimile with confirmation of receipt or on the third business day after being mailed by United States registered mail, return receipt requested, postage prepaid, addressed to Company at its principal office address and facsimile number, directed to the attention of the Board with a copy to the Secretary of Company, and to Executive at Executive's residence address, personal email address provided by Executive to Company, and facsimile number, if any, on the records of Company or to such other address as either Party may have furnished to the other in writing in accordance herewith except that notice of change of address shall be effective only upon receipt.

10. *Validity*. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. *Successors and Binding Agreement*. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company (whether direct or indirect, by purchase, merger, consolidation or otherwise), and this Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. As used in this Agreement, "**Company**" shall mean Company as hereinbefore defined and any successor by operation of law or otherwise and any successor to its business and/or assets as aforesaid which assumes this Agreement.

12. *Indemnification*. Company shall defend and indemnify Executive to the fullest extent allowed by law, and to provide him with coverage under any directors' and officers' liability insurance policies, in each case on terms not less favorable than those provided to any of its other directors and officers as in effect from time to time. In the event of any inconsistency or conflict between the provisions in this Section 12 and any provision in any other indemnity agreement or other agreement between the Parties, the provision in such other agreement shall control.

13. *Withholding; Deductions*. Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive, his estate or beneficiaries, shall be subject to withholding of such amounts relating to all federal, state, local and other taxes as Company may reasonably determine it should withhold pursuant to any applicable law or regulation and any deductions consented to in writing by Executive. In lieu of withholding such amounts in whole or in part, Company may, in its sole discretion, accept other provisions for payment of taxes as required by law, provided Company is satisfied that all requirements of law affecting its responsibilities to withhold such taxes have been satisfied.

14. *Waiver and Modification*. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and such officer as may be specifically authorized by Company. No waiver by either Party hereto at any time of any breach by the other Party hereto of, or in compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

15. *Applicable Law.* This Agreement is entered into under, and the validity, interpretation, construction and performance of this Agreement shall be governed by, the laws of the State of Texas.

16. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17. *Entire Agreement*. Except as provided in the written benefit plans and programs and agreements of Company in effect during the Term, this Agreement is an integration of the Parties' agreement; no agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not set forth expressly in this Agreement; and, except as expressly stated herein, this Agreement contains the entire understanding of the Parties in respect of the subject matter and supersedes and replaces in full all prior written or oral agreements and understandings between the Parties with respect to such subject matters. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the Parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. In entering this Agreement, Executive and Company expressly acknowledge and agree that the A&R Employment Agreement will be terminated as of the Effective Date. For the avoidance of doubt, Executive expressly acknowledges and agrees that neither Company or any member of the Company Group nor any of their respective affiliates has any future obligations pursuant to the A&R Employment Agreement (including any obligations with respect to severance pay or benefits), as that agreement has been terminated and satisfied by each applicable entity in its entirety, and Executive has no further entitlements pursuant to the A&R Employment Agreement. Executive further acknowledges and agrees that, with the exception of any unpaid base salary earned in the pay period that includes the Effective Date, he has received all leaves (paid and unpaid), reimbursements for business expenses, and compensation that Executive has been owed, is owed or ever could be owed by Company, any member of the Company Group and each of their respective affiliates pursuant to the A&R Employment Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that the provisions regarding non-disclosure, non-competition and non-solicitation herein (including such provisions in Section 6 above) complement and are in addition to (and do not replace or supersede) all obligations that Executive has to Company, any member of the Company Group or any of their respective affiliates with respect to confidentiality, non-disclosure, non-competition and non-solicitation, as set forth in any other written agreement and as exist at common law.

18. *Representation by Executive*. Executive hereby represents and warrants to Company that, as of the Effective Date, he is not party to any employment or other agreement or obligation with or to any third party which would preclude him from employment with Company and performing his obligations under this Agreement.

19. *Severability*. If a court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement and all other provisions (and parts thereof) shall remain in full force and effect.

20. *Headings*. The paragraph headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

21. *Gender and Plurals; Interpretation*. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or unless the context requires otherwise, all references herein to an agreement, instrument or other document shall be deemed to refer to such agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The word "or" as used herein is not exclusive. All references to "including," "includes" or "include" shall be construed as meaning "including without limitation."

22. *Third-Party Beneficiaries.* Each member of the Company Group that is not a signatory hereto shall be a third-party beneficiary of Executive's representations, covenants, and commitments set forth in Sections 2, 6 and 17 hereto and shall be entitled to enforce such representations, covenants and commitments as if a party hereto.

23. *Certain Excise Taxes.* Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company, any member of the Company Group or any of their respective affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (i) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company, any member of the Company Group or any of their respective affiliates shall be one dollar ($1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (ii) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company, any member of the Company Group or any of their respective affiliates used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 23 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

24. *Provisions Regarding Effective Date*. As provided herein, the terms of this Agreement shall not be effective prior to the Effective Date. In the event that Executive's employment with QES Management LLC or Quintana or any of its subsidiaries or affiliates terminates at any time prior to the Effective Date such that, following such termination, Executive is no longer employed by QES Management LLC or Quintana or any of its subsidiaries or affiliates, regardless of the reason for such termination, such termination shall be governed by the terms of any agreements or understandings currently in effect between Executive, QES Management LLC and Quintana (including but not limited to the A&R Employment Agreement) and this Agreement shall be null and void and of no force or effect.

[Remainder of page intentionally left blank;

Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of May 3, 2020.

KLX ENERGY SERVICES HOLDINGS, INC.

By: /s/ Thomas P. McCaffrey
Name: Thomas P. McCaffrey
Title: CEO, CFO and President

[Signature Page to Executive Employment Agreement – Company]

EXECUTIVE

/s/ Keefer M. Lehner
Keefer M. Lehner

[Signature Page to Executive Employment Agreement – Keefer M. Lehner]

Exhibit 10.5

EXECUTION COPY

SEPARATION AGREEMENT AND MUTUAL RELEASE

This Separation Agreement and Mutual Release (the "***Agreement***"), is made as of July 28, 2020, by and between KLX Energy Services Holdings, Inc., a Delaware corporation (the "***Company***") and Thomas McCaffrey ("***Employee***"), for the purpose of memorializing the terms and conditions of the Employee's departure from the Company's employment.

Now, therefore, in consideration of the mutual promises, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Termination; Employment Agreement; Restricted Stock; Severance**. Employee's employment with the Company and its subsidiaries will terminate, effective July 28, 2020 (the "***Separation Date***"). Upon such termination, Employee and the Company shall each have those respective surviving rights, obligations and liabilities described in that certain Employment Agreement, dated as of April 19, 2020, by and between Employee and the Company (the "***Employment Agreement***"), except as modified herein. Effective as of the Separation Date, Employee hereby resigns all of Employee's positions with the Company and its affiliates listed on Exhibit A attached hereto, and will execute such additional instruments and other documents as the Company reasonably requests from time to time to evidence the forgoing. Promptly following the Separation Date, Employee shall be paid Employee's earned and unpaid base salary through the Separation Date, accrued and unused vacation and paid time off through the Separation Date in accordance with Company policy, and any other vested, accrued and unpaid benefits to which Employee is legally entitled pursuant to the terms of any Company benefit plan or policy then in effect. In further consideration for Employee's execution and non-revocation of this Agreement, Employee's continued compliance with Employee's post-termination obligations described herein and any that may be in the Employment Agreement, and the other promises contained herein, as well as in reliance of the promises and requirements of Company, Employee will receive severance benefits consisting of the following:

(a) A lump-sum payment equal to $2,000,000, payable on the Company's next regularly scheduled payroll date following the Effective Date (as defined below), but in all events within twenty-five (25) days following the Effective Date, which the parties agree is equal to the "***Termination Amount***" (as defined in the Employment Agreement);

(b) Employee was previously granted restricted shares of common stock of the Company (the "***Restricted Shares***"), subject to the terms and conditions of one or more restricted stock award agreements, by and between Employee and the Company (collectively, the "***Restricted Stock Agreement***") and the KLX Energy Services Holdings, Inc. Long-Term Incentive Plan (the "***Plan***"). As of the Separation Date, 496,468 of such Restricted Shares remain unvested. In consideration for Employee's execution and non-revocation of this Agreement, notwithstanding anything to the contrary in the Restricted Stock Agreement or Plan, on the Effective Date, such 496, 468 Restricted Shares (the "***Accelerated Shares***") will become fully vested and no longer be subject to cancellation pursuant to Section 4 of the Restricted Stock Agreement or the transfer restrictions set forth in Section 5 of the Restricted Stock Agreement; and

(c) Such health and welfare benefit continuation, in accordance with the terms and conditions as described in Section 4(g) of the Employment Agreement.

2. **Non-Released Claims**.

(a) Employee Non-Released Claims. It is explicitly agreed, understood and intended that the general release of claims provided for in this Agreement shall not include or constitute a waiver of the Company's, its agents', representatives or designees', obligations to Employee (i) that arise out of or from Employee's severance payment or other benefits as described above or the treatment of Employee's Restricted Shares as provided above, (ii) that are specified in the Employment Agreement as surviving the termination of Employee's employment, (iii) that arise out of or from *respondeat superior* principles, (iv) for claims for indemnification and defense under any organizational documents, agreement, insurance policy, or at law or in equity concerning either the Company, its subsidiaries, affiliates, directors, officers or employees, (v) concerning any deferred compensation plan, 401(k) plan, equity plan or retirement plan, (vi) that arise out of or from Employee's engagement by the Company as a Board member after the Separation Date**,** (vii) any claims that arise after the Effective Date, (viii) any claims to enforce this Agreement and (ix) any claims not waivable under applicable law (collectively, the "***Employee Non-Released Company Claims***").

(b) Company Non-Released Claims. It is explicitly agreed, understood and intended that the general release of claims provided for in this Agreement shall not include or constitute a waiver of (i) the Employee's obligations to the Company concerning the Company's confidential information and proprietary rights that survive Employee's termination of employment, including those specified in that certain Proprietary Rights Agreement, dated as of September 14, 2018, by and between Employee and the Company (the "***Proprietary Rights Agreement***") (ii) any claim of the Company for fraud based on willful and intentional acts or omissions of Employee, other than those taken in good faith and in a manner that Employee believed to be in or not opposed to the interests of the Company, proximately causing a financial restatement by the Company, (iii) any claims arising in connection with Employee's engagement by the Company as a Board member after the Separation Date**,** (iv) any claims that arise after the Effective Date, (v) any claims to enforce this Agreement and (vi) any claims not waivable by the Company under applicable law (collectively, the "***Company Non-Released Employee Claims***").

3. **General Release in Favor of the Company**. Employee, for himself and for his heirs, executors, administrators, trustees, legal representatives and assigns (collectively, the "***Releasers***"), hereby forever releases and discharges the Company, its Board of Directors, and any of its past, present, or future parent corporations, subsidiaries, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees, employee benefit and/or pension plans or funds (including qualified and non-qualified plans or funds), successors and/or assigns, and any of its or their past, present or future parent corporations, subsidiaries, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees, employee benefit and/or pension plans or funds (including qualified and non-qualified plans or funds), successors and/or assigns (whether acting as agents for the Company or in their individual capacities) (collectively, the "***Releasees***") from any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local, or otherwise), whether known or unknown, by reason of any act, omission, transaction or occurrence which Releasers ever had, now have or hereafter can, shall or may have against Releasees up to and including the date of the execution of this Agreement, except for the Employee Non-Released Company Claims. Without limiting the generality of the foregoing, Releasers hereby release and discharge Releasees from:

(a) any and all claims for backpay, frontpay, minimum wages, overtime compensation, bonus payments, benefits, reimbursement for expenses, or compensation of any kind (or the value thereof), and/or for liquidated damages or punitive damages (under any applicable statute or at common law);

(b) any and all claims relating to Employee's employment by the Company, the terms and conditions of such employment, employee benefits related to Employee's employment, the termination of Employee's employment, and/or any of the events relating directly or indirectly to or surrounding such termination;

(c) any and all claims of discrimination, harassment, whistle blowing or retaliation in employment (whether based on federal, state or local law, statutory or decisional), including without limitation, all claims under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Civil Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Florida Civil Rights Act of 1992, the Florida Whistle-Blower Law (Fla. Stat. § 448.101 et seq.), the Florida Equal Pay Act, and waivable rights under the Florida Constitution;

(d) any and all claims under any contract, whether express or implied;

(e) any and all claims for unintentional or intentional torts, for emotional distress and for pain and suffering;

(f) any and all claims for violation of any statutory or administrative rules, regulations or codes;

(g) except as otherwise set forth herein, any and all claims for attorneys' fees, costs, disbursements, wages, bonuses, benefits, vacation and/or the like;

which Releasers ever had, now have or hereafter can, shall or may have against Releasees for, upon or by reason of any act, omission, transaction or occurrence up to and including the date of the execution of this Agreement, except for the Employee Non-Released Company Claims.

4. **General Release in Favor of Employee**. The Releasees, and each of them, hereby release Releasers, and each of them, from all claims or causes of action whatsoever, known or unknown, including any and all claims of the common law of the State of Florida, including but not limited to breach of contract (whether written or oral), promissory estoppel, defamation, unjust enrichment, or claims for attorneys' fees and costs, and all claims which were alleged or could have been alleged against the Employee which arose from the beginning of the world to the date of this Agreement, except for the Company Non-Released Employee Claims.

5. **Non-Disparagement**. The parties agree that they will not (a) disparage or encourage or induce others to disparage the other party (including, without limitation, the Releasees and the Releasers), or (b) engage in any conduct or induce any other person to engage in any conduct (including, without limitation, making any negative or derogatory statements or writings) that is any way injurious to the reputation and interests of any party, Releasee or Releaser.

6. **Covenants not to Sue**.

(a) Employee Covenant not to Sue. Employee represents and warrants that to date, he has not filed any lawsuit, action, complaint or charge of any kind with any federal, state, or county court or administrative or public agency against the Company or any other Releasee. Without in any way limiting the generality of the foregoing, Employee hereby covenants not to sue or to assert, prosecute, or maintain, directly or indirectly, in any form, any claim or cause of action against any person or entity being released pursuant to this Agreement with respect to any matter, cause, omission, act, or thing whatsoever, occurring in whole or in part on or at any time prior to the date of this Agreement, except for the Employee Non-Released Company Claims. Employee agrees that he will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right waived in this Agreement.

(b) Company Covenant not to Sue. The Company represents and warrants that to date, it has not filed any lawsuit, action, complaint or charge of any kind with any federal, state, or county court or administrative or public agency against Employee or any other Releaser. Without in any way limiting the generality of the foregoing, the Company hereby covenants not to sue or to assert, prosecute, or maintain, directly or indirectly, in any form, any claim or cause of action against any person or entity being released pursuant to this Agreement with respect to any matter, cause, omission, act, or thing whatsoever, occurring in whole or in part on or at any time prior to the date of this Agreement, except for the Company Non-Released Employee Claims. The Company agrees that it will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right waived in this Agreement.

7. **No Admission**. The making of this Agreement is not intended, and shall not be construed, as an admission that the Company or any of the Releasees has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract, or committed any wrongdoing whatsoever.

8. **Effectiveness**. This Agreement shall not become effective until the eighth day following Employee's signing of this Agreement ("***Effective Date***") and Employee may at any time prior to the Effective Date revoke this Agreement by giving notice in writing of such revocation to:

KLX Energy Services Holdings, Inc.
1300 Corporate Center Way
Wellington, FL 33414
Attn: General Counsel

or via email with acknowledgement of receipt to: maxb@qesinc.com (attn: General Counsel, 1300 Corporate Center Way, Wellington, FL 33414). In the event that Employee revokes this Agreement prior to the eighth day after his execution thereof, this Agreement, and the promises contained herein, shall automatically be deemed null and void.

9. **Employee Acknowledgement**. Employee acknowledges that he has been advised in writing to consult with an attorney before signing this Agreement, and that Employee has been afforded the opportunity to consider the terms of this Agreement for forty-five (45) days prior to its execution. Employee acknowledges that, in the event that Employee and the Company do not execute this Agreement on or prior to the forty-sixth (46^{th}) day after the date of this Agreement, this Agreement shall become null and void. Employee further acknowledges that he has read this Agreement in its entirety, that he fully understands all of its terms and their significance, that he has signed it voluntarily and of Employee's own free will, and that Employee intends to abide by its provisions without exception.

10. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect, however, the remaining provisions shall be enforced to the maximum extent possible.

11. **Entire Agreement**. This Agreement, the Restricted Stock Agreement, the Proprietary Rights Agreement and the Employment Agreement, taken together, constitute the complete understanding between the parties and supersedes all such prior agreements between the parties and may not be changed orally. Employee acknowledges that neither the Company nor any representative of the Company has made any representation or promises to Employee other than as set forth herein or therein. No other promises or agreements shall be binding unless in writing and signed by the parties.

12. **General Provisions**.

(a) Governing Law; Jurisdiction; Venue. Notwithstanding any other agreement to the contrary, this Agreement shall be enforced, governed and interpreted by the laws of the State of Florida without regard to Florida's conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in a court of competent jurisdiction in the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue in such Florida court.

(b) Prevailing Party. In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees, disbursement and costs, and experts' fees and costs.

(c) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

(d) Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the parties, the Releasers and the Releasees and their respective heirs, executors, administrators, successors and assigns.

(e) Interpretation. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party who prepared the Agreement, it being agreed that all parties have participated in the preparation of all provisions of this Agreement.

(f) Defense of Trade Secrets Act. Notwithstanding anything to the contrary in this Agreement or otherwise, Employee understands and acknowledges that the Company has informed Employee that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for (i) the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Additionally, notwithstanding anything to the contrary in this Agreement or otherwise, Employee understands and acknowledges that the Company has informed Employee that an individual who files a lawsuit for retaliation by an employer for 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 files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

(g) Whistleblowing. Nothing in this Agreement or any other agreement between Employee and the Company shall be interpreted to limit or interfere with Employee's right to report good faith suspected violations of law to applicable government agencies, including the Equal Employment Opportunity Commission, National Labor Relation Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other applicable federal, state or local governmental agency, in accordance with the provisions of any "whistleblower" or similar provisions of local, state or federal law. Employee may report such suspected violations of law, even if such action would require Employee to share the Company's proprietary information or trade secrets with the government agency, provided that any such information is protected to the maximum extent permissible and any such information constituting trade secrets is filed only under seal in connection with any court proceeding. Lastly, nothing in this Agreement or any other agreement between Employee and the Company will be interpreted to prohibit Employee from collecting any financial incentives in connection with making such reports or require Employee to notify or obtain approval by the Company prior to making such reports to a government agency.

(h) No Mitigation. In no event shall Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Employee under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by Employee as a result of subsequent employment.

(i) Older Workers Benefit Protection Act. Employee acknowledges that Employee has been provided with Schedule I attached hereto summarizing (i) any class, unit or group of individuals terminated under the same group termination program within the meaning of 29 U.S.C. § 626(f)(1), (ii) any eligibility factors or time limits applicable to such group termination program, and (iii) the job title and ages of all employees terminated under the same termination program as well as the job title and ages of all employees in the same job classification or organizational unit who have not been selected.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Separation Agreement and Mutual Release as of the date first written above.

KLX ENERGY SERVICES HOLDINGS, INC.

By: _____

/s/ Thomas P. McCaffrey
Thomas P. McCaffrey

PRINT NAME:
TITLE:

STATE OF FLORIDA)
) ss.
COUNTY OF Palm Beach)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas P. McCaffrey, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed the same. This individual is personally known to me or has produced a as identification and did take an oath.

SWORN TO AND SUBSCRIBED before me this day of , 20 .

/s/ Ann F. Trebby
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Separation Agreement and Mutual Release as of the date first written above.

KLX ENERGY SERVICES HOLDINGS, INC.

By: Jonathan L. Mann

Thomas P. McCaffrey

PRINT NAME: Jonathan L. Mann

TITLE: General Counsel, VP-Law, Corporate Secretary and Chief Compliance Officer

STATE OF FLORIDA)
) ss.
COUNTY OF)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas P. McCaffrey, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed the same. This individual is personally known to me or has produced a as identification and did take an oath.

SWORN TO AND SUBSCRIBED before me this day of , 20 .

Notary Public

My Commission Expires:

Exhibit 10.6

EXECUTION COPY

SEPARATION AGREEMENT AND MUTUAL RELEASE

This Separation Agreement and Mutual Release (the "***Agreement***"), is made as of July 28, 2020, by and between KLX Energy Services Holdings, Inc., a Delaware corporation (the "***Company***") and Heather Floyd ("***Employee***"), for the purpose of memorializing the terms and conditions of the Employee's departure from the Company's employment.

Now, therefore, in consideration of the mutual promises, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Termination; Employment Agreement; Restricted Stock; Severance**. Employee's employment with the Company and its subsidiaries will terminate, effective July 28, 2020 (the "***Separation Date***"). Upon such termination, Employee and the Company shall each have those respective surviving rights, obligations and liabilities described in that certain Employment Agreement, dated as of October 9, 2018, by and between Employee and the Company (the "***Employment Agreement***"), except as modified herein. Effective as of the Separation Date, Employee hereby resigns all of Employee's positions with the Company and its affiliates listed on Exhibit A attached hereto, and will execute such additional instruments and other documents as the Company reasonably requests from time to time to evidence the forgoing. Promptly following the Separation Date, Employee shall be paid Employee's earned and unpaid base salary through the Separation Date, accrued and unused vacation and paid time off through the Separation Date in accordance with Company policy, and any other vested, accrued and unpaid benefits to which Employee is legally entitled pursuant to the terms of any Company benefit plan or policy then in effect. In further consideration for Employee's execution and non-revocation of this Agreement, Employee's continued compliance with Employee's post-termination obligations described herein and any that may be in the Employment Agreement, and the other promises contained herein, as well as in reliance of the promises and requirements of Company, Employee will receive severance benefits consisting of the following:

(a) A lump-sum payment equal to $1,152,852.27, payable on the Company's next regularly scheduled payroll date following the Effective Date (as defined below), but in all events within twenty-five (25) days following the Effective Date, which the parties agree is equal to the "***Termination Amount***" (as defined in the Employment Agreement);

(b) Employee was previously granted restricted shares of common stock of the Company (the "***Restricted Shares***"), subject to the terms and conditions of one or more restricted stock award agreements, by and between Employee and the Company (collectively, the "***Restricted Stock Agreement***") and the KLX Energy Services Holdings, Inc. Long-Term Incentive Plan (the "***Plan***"). As of the Separation Date, 52,137 of such Restricted Shares remain unvested. In consideration for Employee's execution and non-revocation of this Agreement, notwithstanding anything to the contrary in the Restricted Stock Agreement or Plan, on the Effective Date, such 52,137 Restricted Shares (the "***Accelerated Shares***") will become fully vested and no longer be subject to cancellation pursuant to Section 4 of the Restricted Stock Agreement or the transfer restrictions set forth in Section 5 of the Restricted Stock Agreement;

(c) Twelve months of Company-paid customary and market outplacement services for a period of twelve (12) months, or until Employee obtains substantially comparable employment, whichever is shorter, to commence on the Effective Date; and

(d) Such health and welfare benefit continuation, in accordance with the terms and conditions as described in Section 4(g) of the Employment Agreement.

2. **Non-Released Claims**.

(a) Employee Non-Released Claims. It is explicitly agreed, understood and intended that the general release of claims provided for in this Agreement shall not include or constitute a waiver of the Company's, its agents', representatives or designees', obligations to Employee (i) that arise out of or from Employee's severance payment or other benefits as described above or the treatment of Employee's Restricted Shares as provided above, (ii) that are specified in the Employment Agreement as surviving the termination of Employee's employment, (iii) that arise out of or from *respondeat superior* principles, (iv) for claims for indemnification and defense under any organizational documents, agreement, insurance policy, or at law or in equity concerning either the Company, its subsidiaries, affiliates, directors, officers or employees, (v) concerning any deferred compensation plan, 401(k) plan, equity plan or retirement plan, (vi) that arise out of or from Employee's engagement by the Company as a consultant after the Separation Date, including in connection with that certain Independent Contractor Services Agreement, by and between the KLX Energy Services LLC and Employee, dated July 28, 2020**,** (vii) any claims that arise after the Effective Date, (viii) any claims to enforce this Agreement and (ix) any claims not waivable under applicable law (collectively, the "***Employee Non-Released Company Claims***").

(b) Company Non-Released Claims. It is explicitly agreed, understood and intended that the general release of claims provided for in this Agreement shall not include or constitute a waiver of (i) the Employee's obligations to the Company concerning the Company's confidential information and proprietary rights that survive Employee's termination of employment, including those specified in that certain Proprietary Rights Agreement, dated as of August 14, 2019, by and between Employee and the Company (the "***Proprietary Rights Agreement***") (ii) any claim of the Company for fraud based on willful and intentional acts or omissions of Employee, other than those taken in good faith and in a manner that Employee believed to be in or not opposed to the interests of the Company, proximately causing a financial restatement by the Company, (iii) any claims arising in connection with Employee's engagement by the Company as a consultant after the Separation Date, including in connection with that certain Independent Contractor Services Agreement, by and between the KLX Energy Services LLC and Employee, dated July 28, 2020**,** (iv) any claims that arise after the Effective Date, (v) any claims to enforce this Agreement and (vi) any claims not waivable by the Company under applicable law (collectively, the "***Company Non-Released Employee Claims***").

3. **General Release in Favor of the Company**. Employee, for herself and for her heirs, executors, administrators, trustees, legal representatives and assigns (collectively, the "***Releasers***"), hereby forever releases and discharges the Company, its Board of Directors, and any of its past, present, or future parent corporations, subsidiaries, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees, employee benefit and/or pension plans or funds (including qualified and non-qualified plans or funds), successors and/or assigns, and any of its or their past, present or future parent corporations, subsidiaries, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees, employee benefit and/or pension plans or funds (including qualified and non-qualified plans or funds), successors and/or assigns (whether acting as agents for the Company or in their individual capacities) (collectively, the "***Releasees***") from any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local, or otherwise), whether known or unknown, by reason of any act, omission, transaction or occurrence which Releasers ever had, now have or hereafter can, shall or may have against Releasees up to and including the date of the execution of this Agreement, except for the Employee Non-Released Company Claims. Without limiting the generality of the foregoing, Releasers hereby release and discharge Releasees from:

(a) any and all claims for backpay, frontpay, minimum wages, overtime compensation, bonus payments, benefits, reimbursement for expenses, or compensation of any kind (or the value thereof), and/or for liquidated damages or punitive damages (under any applicable statute or at common law);

(b) any and all claims relating to Employee's employment by the Company, the terms and conditions of such employment, employee benefits related to Employee's employment, the termination of Employee's employment, and/or any of the events relating directly or indirectly to or surrounding such termination;

(c) any and all claims of discrimination, harassment, whistle blowing or retaliation in employment (whether based on federal, state or local law, statutory or decisional), including without limitation, all claims under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Civil Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Florida Civil Rights Act of 1992, the Florida Whistle-Blower Law (Fla. Stat. § 448.101 et seq.), the Florida Equal Pay Act, and waivable rights under the Florida Constitution;

(d) any and all claims under any contract, whether express or implied;

(e) any and all claims for unintentional or intentional torts, for emotional distress and for pain and suffering;

(f) any and all claims for violation of any statutory or administrative rules, regulations or codes;

(g) except as otherwise set forth herein, any and all claims for attorneys' fees, costs, disbursements, wages, bonuses, benefits, vacation and/or the like;

which Releasers ever had, now have or hereafter can, shall or may have against Releasees for, upon or by reason of any act, omission, transaction or occurrence up to and including the date of the execution of this Agreement, except for the Employee Non-Released Company Claims.

4. **General Release in Favor of Employee**. The Releasees, and each of them, hereby release Releasers, and each of them, from all claims or causes of action whatsoever, known or unknown, including any and all claims of the common law of the State of Florida, including but not limited to breach of contract (whether written or oral), promissory estoppel, defamation, unjust enrichment, or claims for attorneys' fees and costs, and all claims which were alleged or could have been alleged against the Employee which arose from the beginning of the world to the date of this Agreement, except for the Company Non-Released Employee Claims.

5. **Non-Disparagement**. The parties agree that they will not (a) disparage or encourage or induce others to disparage the other party (including, without limitation, the Releasees and the Releasers), or (b) engage in any conduct or induce any other person to engage in any conduct (including, without limitation, making any negative or derogatory statements or writings) that is any way injurious to the reputation and interests of any party, Releasee or Releaser.

6. **Covenants not to Sue**.

(a) Employee Covenant not to Sue. Employee represents and warrants that to date, she has not filed any lawsuit, action, complaint or charge of any kind with any federal, state, or county court or administrative or public agency against the Company or any other Releasee. Without in any way limiting the generality of the foregoing, Employee hereby covenants not to sue or to assert, prosecute, or maintain, directly or indirectly, in any form, any claim or cause of action against any person or entity being released pursuant to this Agreement with respect to any matter, cause, omission, act, or thing whatsoever, occurring in whole or in part on or at any time prior to the date of this Agreement, except for the Employee Non-Released Company Claims. Employee agrees that she will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right waived in this Agreement.

(b) Company Covenant not to Sue. The Company represents and warrants that to date, it has not filed any lawsuit, action, complaint or charge of any kind with any federal, state, or county court or administrative or public agency against Employee or any other Releaser. Without in any way limiting the generality of the foregoing, the Company hereby covenants not to sue or to assert, prosecute, or maintain, directly or indirectly, in any form, any claim or cause of action against any person or entity being released pursuant to this Agreement with respect to any matter, cause, omission, act, or thing whatsoever, occurring in whole or in part on or at any time prior to the date of this Agreement, except for the Company Non-Released Employee Claims. The Company agrees that it will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right waived in this Agreement.

7. **No Admission**. The making of this Agreement is not intended, and shall not be construed, as an admission that the Company or any of the Releasees has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract, or committed any wrongdoing whatsoever.

8. **Effectiveness**. This Agreement shall not become effective until the eighth day following Employee's signing of this Agreement ("***Effective Date***") and Employee may at any time prior to the Effective Date revoke this Agreement by giving notice in writing of such revocation to:

KLX Energy Services Holdings, Inc.
1300 Corporate Center Way
Wellington, FL 33414
Attn: General Counsel

or via email with acknowledgement of receipt to: maxb@qesinc.com (attn: General Counsel, 1300 Corporate Center Way, Wellington, FL 33414). In the event that Employee revokes this Agreement prior to the eighth day after her execution thereof, this Agreement, and the promises contained herein, shall automatically be deemed null and void.

9. **Employee Acknowledgement**. Employee acknowledges that she has been advised in writing to consult with an attorney before signing this Agreement, and that Employee has been afforded the opportunity to consider the terms of this Agreement for forty-five (45) days prior to its execution. Employee acknowledges that, in the event that Employee and the Company do not execute this Agreement on or prior to the forty-sixth (46^{th}) day after the date of this Agreement, this Agreement shall become null and void. Employee further acknowledges that she has read this Agreement in its entirety, that she fully understands all of its terms and their significance, that she has signed it voluntarily and of Employee's own free will, and that Employee intends to abide by its provisions without exception.

10. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect, however, the remaining provisions shall be enforced to the maximum extent possible.

11. **Entire Agreement**. This Agreement, the Restricted Stock Agreement, the Proprietary Rights Agreement and the Employment Agreement, taken together, constitute the complete understanding between the parties and supersedes all such prior agreements between the parties and may not be changed orally. Employee acknowledges that neither the Company nor any representative of the Company has made any representation or promises to Employee other than as set forth herein or therein. No other promises or agreements shall be binding unless in writing and signed by the parties.

12. **General Provisions**.

(a) Governing Law; Jurisdiction; Venue. Notwithstanding any other agreement to the contrary, this Agreement shall be enforced, governed and interpreted by the laws of the State of Florida without regard to Florida's conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in a court of competent jurisdiction in the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue in such Florida court.

(b) Prevailing Party. In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees, disbursement and costs, and experts' fees and costs.

(c) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

(d) Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the parties, the Releasers and the Releasees and their respective heirs, executors, administrators, successors and assigns.

(e) Interpretation. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party who prepared the Agreement, it being agreed that all parties have participated in the preparation of all provisions of this Agreement.

(f) Defense of Trade Secrets Act. Notwithstanding anything to the contrary in this Agreement or otherwise, Employee understands and acknowledges that the Company has informed Employee that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for (i) the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Additionally, notwithstanding anything to the contrary in this Agreement or otherwise, Employee understands and acknowledges that the Company has informed Employee that an individual who files a lawsuit for retaliation by an employer for 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 files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

(g) Whistleblowing. Nothing in this Agreement or any other agreement between Employee and the Company shall be interpreted to limit or interfere with Employee's right to report good faith suspected violations of law to applicable government agencies, including the Equal Employment Opportunity Commission, National Labor Relation Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other applicable federal, state or local governmental agency, in accordance with the provisions of any "whistleblower" or similar provisions of local, state or federal law. Employee may report such suspected violations of law, even if such action would require Employee to share the Company's proprietary information or trade secrets with the government agency, provided that any such information is protected to the maximum extent permissible and any such information constituting trade secrets is filed only under seal in connection with any court proceeding. Lastly, nothing in this Agreement or any other agreement between Employee and the Company will be interpreted to prohibit Employee from collecting any financial incentives in connection with making such reports or require Employee to notify or obtain approval by the Company prior to making such reports to a government agency.

(h) No Mitigation. In no event shall Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Employee under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by Employee as a result of subsequent employment**.**

(i) Older Workers Benefit Protection Act. Employee acknowledges that Employee has been provided with Schedule I attached hereto summarizing (i) any class, unit or group of individuals terminated under the same group termination program within the meaning of 29 U.S.C. § 626(f)(1), (ii) any eligibility factors or time limits applicable to such group termination program, and (iii) the job title and ages of all employees terminated under the same termination program as well as the job title and ages of all employees in the same job classification or organizational unit who have not been selected.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Separation Agreement and Mutual Release as of the date first written above.

KLX ENERGY SERVICES HOLDINGS, INC.

By: _____

/s/ Heather Floyd
Heather Floyd

PRINT NAME:
TITLE:

STATE OF FLORIDA)
) ss.
COUNTY OF Palm Beach)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed the same. This individual is personally known to me or has produced a as identification and did take an oath.

SWORN TO AND SUBSCRIBED before me this day of , 20 .

/s/ Ann. F. Trebby
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Separation Agreement and Mutual Release as of the date first written above.

KLX ENERGY SERVICES HOLDINGS, INC.

By: /s/ Thomas P. McCaffrey
PRINT NAME: Thomas P. McCaffrey
TITLE: President, Chief Executive Officer and Chief Financial Officer

STATE OF FLORIDA)
) ss.
COUNTY OF)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed the same. This individual is personally known to me or has produced a as identification and did take an oath.

SWORN TO AND SUBSCRIBED before me this day of , 20 .

Notary Public

My Commission Expires:

Exhibit 10.7

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (this "Agreement") is made and entered into as of July 28, 2020, to become effective as of the "Effective Date" (as defined below), by and between **KLX Energy Services LLC**, with its principal place of business located at 1300 Corporate Center Way, Wellington, FL 33414 ("KLX") and **Heather Floyd**, an individual, with an address of [*****] ("Consultant").

RECITALS

WHEREAS, on May 3, 2020, KLX Energy Services Holdings, Inc., a Delaware corporation and parent company of KLX ("Parent"), Krypton Intermediate, LLC, Krypton Merger Sub, Inc. ("Merger Sub") and Quintana Energy Services Inc. (the "Company") entered into that certain Agreement and Plan of Merger, pursuant to which Merger Sub will merge with and into the Company, with the Company surviving as an indirect wholly owned subsidiary of Parent (the "Merger").

WHEREAS, on October 9, 2018, Parent and Consultant entered into that certain Employment Agreement (the "Employment Agreement"), pursuant to which, Parent employed Consultant on a full-time basis.

WHEREAS, pursuant to the Employment Agreement, in connection with the consummation of the Merger, Consultant's employment with Parent will terminate.

WHEREAS, KLX has determined that it is in the best interests of KLX that Consultant provide certain transition services to KLX, to commence immediately following the consummation of the Merger (the "Effective Date") pursuant to, and in accordance with, the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree that the following terms govern this Agreement for all Services provided to KLX by Consultant:

1. **Services; Fees**. Consultant shall provide, on a non-exclusive basis, the "Services" in consideration for the "Fees", each as defined in the attached Attachment A, Statement of Services ("SOS"). Consultant shall perform the Services as an independent contractor. KLX shall set deadlines and goals for the performance of the Services and may limit Consultant's access to KLX's property to certain hours, but Consultant shall maintain discretion as an independent contractor to perform the Services within those deadlines, goals and limitations.

2. **Taxes and Benefits**. KLX shall have no obligation or liability to Consultant for the payment of any fringe benefits, medical expense reimbursements, health insurance, disability insurance, life insurance, pension, profit sharing or other retirement plan, contribution, or expense, social security, taxes, vacation pay, sick pay, workers' compensation insurance, general or professional liability insurance, or other similar items in connection with the Services, all of which costs and expenses shall be borne solely by Consultant. Without limiting the generality of the foregoing, the parties hereby acknowledge and agree that KLX shall have no responsibility to withhold any taxes for payments made to Consultant. The parties hereto acknowledge and agree that the foregoing shall not affect or be applicable to any payments or benefits provided by KLX or Parent to Consultant pursuant to the Employment Agreement.

3. **Indemnity**. Consultant shall be responsible for and shall pay all taxes on all amounts paid to Consultant by KLX in connection with the Services. As an inducement for KLX to enter into this Agreement, Consultant hereby agrees to indemnify, defend and hold harmless KLX, its affiliates and its and their respective stockholders, officers, directors, attorneys, agents and employees from and against any claim, liability, loss, cost, expense or damage (including, without limitation, reasonable attorneys' fees) arising from, related to or in connection with any determination by any governmental agency, or any insurance company that KLX is required to withhold or pay payroll taxes or to provide workers' compensation insurance coverage for Consultant in respect of Consultant's provision of the Services hereunder. Furthermore, Consultant hereby agrees to indemnify, defend and hold harmless KLX, its affiliates and its and their respective stockholders, officers, directors, attorneys, agents and employees from and against any claim, liability, loss, cost, expense, or damage (including, without limitation, reasonable attorneys' fees) directly arising from Consultant's or Consultant's agents' grossly negligent or willful acts or omissions in connection with Consultant's provision of the Services under this Agreement. KLX hereby agrees to indemnify, defend and hold harmless Consultant, Consultant's affiliates and Consultant's respective stockholders, officers, directors, attorneys, agents and employees from and against any claim, liability, loss, cost, expense, or damage (including, without limitation, reasonable attorneys' fees) arising from, related to or in connection with KLX's or Parent's, or their respective agents' negligent or willful acts or omissions in connection with the provision of the Services under this Agreement or KLX's or Parent's, or their respective agents' breach of this Agreement.

4. **Payment**. KLX shall pay for the Services at the rate set forth in the SOS and for any other expenses that are pre-approved in writing by KLX and authorized in the SOS. Payment will be due within the time period set forth in the SOS.

5. **Intentionally Omitted**.

6. **Termination**. This Agreement shall automatically terminate upon the expiration of the term set forth in the SOS, unless extended by KLX and Consultant by mutual written agreement. Either party may terminate this Agreement and the engagement of Consultant for any reason at any time upon written notice to the other party. After the date of any such termination, Consultant shall provide a final invoice to KLX for any unpaid pre-approved expenses actually incurred by Consultant in connection with the Services performed hereunder, up to and including the date of termination. Those provisions which, by their nature or terms, are intended to survive, including, but not limited to, those duties and covenants set forth in Sections 3, 7 and 9, shall so survive termination.

7. **Confidential Information**. The parties understand that during the course of performance under this Agreement, Consultant may have access to certain confidential and proprietary information and materials of KLX. "Confidential Information," for the purposes of this Agreement, shall include any confidential, proprietary or nonpublic information or information that, within the industry or scope of use, is reasonably regarded as confidential or proprietary.

(a) **Protection of Confidential Information**. Consultant shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Consultant uses to protect Consultant's own Confidential Information of a like nature. Consultant shall not disclose the Confidential Information to any third party without KLX's consent. Consultant shall not use the Confidential Information for any purpose other than the provision of the Services to KLX pursuant to this Agreement.

(b) **Exceptions**. This Agreement imposes no obligation upon Consultant with respect to the Confidential Information which (a) was lawfully known to Consultant before receipt as evidenced by appropriate documentation, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to KLX or any other person with respect to such information; (b) is or becomes a matter of public knowledge through no fault of Consultant; (c) is rightfully received by Consultant from a third party without restriction on disclosure, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to KLX or any other person with respect to such Information; (d) is independently developed by Consultant without use of the Confidential Information; (e) is disclosed as required by operation of law but only to the extent required, and provided that KLX shall have been given timely notice of such requirement prior to any such disclosure and that Consultant shall cooperate with KLX to limit the scope and effect of such disclosure; or (f) is disclosed by Consultant with KLX's prior written approval.

(c) **Return or Destruction**. All Confidential Information furnished, received, learned of or viewed pursuant to this Agreement or in connection with the Services, including any and all materials that Consultant may have created that reveal or are based in any way on any Confidential Information, and all copies of the foregoing, in whatever form, shall be promptly returned to KLX or destroyed upon the earlier of the termination of the Services or KLX's request.

(d) **Ownership; Rights**. Consultant understands and agrees that KLX shall own all right, title and interest in and to all intellectual property rights of any kind throughout the world relating to any and all works of authorship, design, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant as part of Consultant's performance of the Services (collectively, "Inventions") and Consultant shall provide all Inventions to KLX. Consultant further agrees and understands that all Inventions shall be works made for hire under applicable copyright law. Consultant hereby makes all assignments necessary to accomplish the foregoing. Consultant shall further assist KLX to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Consultant hereby irrevocably designates and appoints KLX as its agent and attorney-in-fact to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

(e) **No Rights Granted**. All Confidential Information disclosed under this Agreement shall remain the sole and exclusive property of KLX. Consultant acknowledges and agrees that the disclosure of such Confidential Information shall not constitute the transfer or grant of any rights or interests in or to, or the grant of any license in, any such Confidential Information (or in or to any patent, copyright, trademark, service mark or other intellectual property right with respect thereto).

(f) **Securities Laws**. Consultant acknowledges that the Confidential Information of KLX may include material nonpublic information concerning KLX and its affiliated companies, and that Consultant is aware that the United States and other applicable securities laws restrict the purchase and sale of securities by persons who possess certain nonpublic information relating to the issuer of such securities. Consultant agrees that while any such material nonpublic information concerning KLX remains nonpublic, Consultant shall not engage in any transactions in any securities of KLX in a manner that would constitute a violation of applicable securities laws.

(g) **Injunctive Relief**. Consultant acknowledges and agrees that a breach of Consultant's obligations under this Agreement would cause KLX immediate and irreparable harm, the exact amount of which may be difficult to ascertain and for which there will be no adequate remedy at law. Therefore, Consultant agrees that KLX shall have the right to apply to a court of competent jurisdiction for the purpose of seeking specific performance and/or an order restraining and/or enjoining such further breach of this Agreement, and for such other and further relief as KLX may deem appropriate, without posting a bond or other security. KLX's rights under this Section 7(g) shall be in addition to any other remedies available to it at law or in equity.

(h) **Defense of Trade Secrets Act**. Notwithstanding anything to the contrary in this Agreement or otherwise, Consultant understands and acknowledges that KLX has informed Consultant that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for (i) the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Additionally, notwithstanding anything to the contrary in this Agreement or otherwise, Consultant understands and acknowledges that KLX has informed Consultant that an individual who files a lawsuit for retaliation by an employer for 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 files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

(i) **Whistleblowing**. Nothing in this Agreement or any other agreement between Consultant and KLX shall be interpreted to limit or interfere with Consultant's right to report good faith suspected violations of law to applicable government agencies, including the Equal Employment Opportunity Commission, National Labor Relation Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other applicable federal, state or local governmental agency, in accordance with the provisions of any "whistleblower" or similar provisions of local, state or federal law. Consultant may report such suspected violations of law, even if such action would require Consultant to share KLX's proprietary information or trade secrets with the government agency, provided that any such information is protected to the maximum extent permissible and any such information constituting trade secrets is filed only under seal in connection with any court proceeding. Lastly, nothing in this Agreement or any other agreement between Consultant and KLX will be interpreted to prohibit Consultant from collecting any financial incentives in connection with making such reports or require Consultant to notify or obtain approval by KLX prior to making such reports to a government agency.

8. **Independent Contractor**. This Agreement does not create any agency or employment relationship between Consultant and KLX. Except as provided in Section 7(d) of this Agreement, neither party grants the other any right to bind it except as otherwise expressly agreed in writing. Each party shall be fully liable for all workers' compensation premiums and liability insurance, withholding taxes or charges with respect to its respective employees, if any.

9. **Limitation of Liability.** Except with respect to the parties' respective indemnification obligations set forth in Section 3 above, neither party's liability arising out of this Agreement shall exceed the Fees paid and owing to Consultant for the Services hereunder. In no event shall either party be liable for punitive damages, loss of profit, loss of goodwill or other special, indirect or consequential damages suffered by the other party under this Agreement whether in contract or tort, even if advised of the possibility of such damages.

10. **Force Majeure.** Neither party shall be liable for any delay in performance or inability to perform due to Force Majeure. "Force Majeure" includes any acts or omissions of any government or governmental body, acts of God, acts or omissions of the other party, fires, strikes or other labor disputes, major equipment or telecommunications equipment failures, or any other act, omission or occurrence beyond a party's reasonable control, irrespective of whether similar to the above enumerated acts, omissions or occurrences.

11. **Compliance with Laws.** Consultant shall comply with all applicable laws and regulations in providing the Services. Consultant shall obtain all requisite authorizations, licenses, permissions and Consultant represents and warrants to KLX that Consultant has any and all permits, licenses, authorizations and approvals required to provide the Services. Consultant shall continue to maintain all such permits, licenses, authorizations and approvals during the engagement by KLX under this Agreement.

12. **Entire Agreement, Governing Law and Effectiveness.** This Agreement, including the SOS, constitutes the entire agreement between Consultant and KLX. No other understanding which modifies these terms shall be binding unless made in writing and signed by both Consultant and KLX. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to conflicts-of-law principles thereof. It is expressly agreed that any terms and conditions on Consultant invoices and/or other forms shall be superseded by the terms and conditions of this Agreement. The parties hereto acknowledge and agree that this Agreement shall become effective on the Effective Date and, in the event that the Merger is not consummated for any reason, this Agreement shall be null and void and of no force or effect.

13. **Severability.** The provisions of this Agreement are severable. If any provision is found to be unenforceable in whole or in part, it shall be construed or limited in such a way as to make it enforceable, consistent with the manifest intentions of the parties. If such construction or limitation is not possible, the unenforceable provision shall be stricken, and the remaining provisions of this Agreement shall remain valid and enforceable.

14. **Headings**. The headings in this Agreement are for convenience of reference only and shall not alter, limit or otherwise affect the meaning hereof.

15. **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent via email with acknowledgment of receipt or sent by reputable overnight delivery service, or three (3) days after being mailed by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

    If to KLX:
        KLX Energy Services LLC
        1415 Louisiana St., Suite 2900
        Houston, Texas 77002
        Attention: General Counsel
        Email: mbouthillette@qesinc.com

    If to Consultant:
        Heather Floyd
        7749 Maywood Crest Drive
        West Palm Beach, Florida 33412

16. **Waiver**. KLX's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right that KLX may have hereunder, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement. Similarly, the waiver by KLX of a breach of or non-compliance with any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach or non-compliance.

17. **Counterparts; Signatures**. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed to be originals.

[*Signature page follows.*]

In witness whereof, the parties hereto have caused this Agreement to be duly executed and effective as of the Effective Date written above.

Heather Floyd	**KLX Energy Services LLC**
By: /s/ Heather Floyd	By:
Name: Heather Floyd	Name:
Title: Vice President, Finance and Corporate Controller	Title:
Date: 7/13/20	Date:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and effective as of the Effective Date written above.

Heather Floyd	**KLX Energy Services LLC**
By:	By: /s/ Jay Survant
Name:	Name: Jay Survant
Title:	Title: Vice President – Human Resources
Date:	Date: 7/27/20

Exhibit 10.8

Amendment No. 1 to the
KLX Energy Services, Inc. Employee Stock Purchase Plan

This Amendment No. 1 ("Amendment") to the KLX Energy Services, Inc. Employee Stock Purchase Plan (the "Plan") is made and adopted by the KLX Energy Services, Inc. (the "Company"), subject to approval of the stockholders of the Company. Capitalized terms used and not defined herein shall have the meanings given thereto in the Plan.

WHEREAS, on September 13, 2018, the Board of Directors adopted, and the sole stockholder of the Company approved, the Plan;

WHEREAS, pursuant to Section 16 of the Plan, the Company may amend the Plan at any time, contingent on approval by the stockholders of the Company for any amendment (x) relating to the aggregate number of shares which may be issued under the Plan (other than an adjustment provided for in Section 14 of the Plan) or (y) for which stockholder approval is required under applicable laws, rules and regulations, including, without limitation, Sections 423 and 424 of the Code; and

WHEREAS, the Board of Directors has determined that it is advisable and in the best interest of the Company to amend the Plan to increase the number of Shares authorized for issuance under the Plan by 1,500,000.

NOW, THEREFORE, BE IT RESOLVED THAT the Plan is hereby amended as follows, subject to approval by the stockholders of the Company:

1. Amendment of Section 2 of the Plan. The first sentence of Section 2 of the Plan is hereby deleted in its entirety and replaced with the following:

"Under the Plan, there is available an aggregate of not more than 1,700,000 shares of Stock (subject to adjustment as provided in Section 14) for sale pursuant to the exercise of options (***Options***) granted under the Plan."

2. Effect on the Plan. Except as expressly modified by this Amendment, all other terms and provisions of the Plan shall be unchanged and shall remain in full force and effect.

3. Governing Law. Except as to matters of federal law, this Amendment and all actions taken thereunder shall be governed by and construed in accordance with the laws of the State of Florida.

This Amendment was approved by the Board of Directors on June 23, 2020 and by the stockholders of the Company on July 24, 2020.

Exhibit 99.1

NEWS RELEASE

KLX ENERGY SERVICES AND QUINTANA ENERGY SERVICES COMPLETE MERGER

- *Creates industry-leading, asset-light product and service offerings present in all major U.S. onshore oil and gas basins to serve its blue-chip customers*
- *Adds one of the largest independent providers of directional drilling services and establishes one of the largest U.S. wireline fleets*
- *Estimated annualized cost synergies of at least $40 million by the second quarter of 2021*
- *Expected to be accretive to free cash flow per share*
- *Positions the combined company to pursue additional value-creating consolidation opportunities within the oilfield service industry*

Houston, Texas – July 28, 2020 – KLX Energy Services Holdings, Inc. ("KLXE" or the "Company") (NASDAQ: KLXE) and Quintana Energy Services, Inc. ("QES") (NYSE: QES) have successfully completed the all-stock merger transaction that was announced on May 3, 2020. The combined company will continue under the name KLX Energy Services Holdings, Inc.

In conjunction with the closing of the merger, QES shares ceased trading on the New York Stock Exchange prior to the market open on July 28, 2020, and KLXE remains listed on the Nasdaq Global Select Market under the symbol "KLXE." At the time of the closing, the holders of QES received 0.0969 shares of KLXE common stock in exchange for each share of QES common stock held. On July 26, 2020, the Company's Board of Directors approved a 1 for 5 reverse stock split to stockholders that became effective at 12:01 a.m. on July 28, 2020. KLXE and QES stockholders own approximately 59% and 41%, respectively, of the equity of the combined company on a fully-diluted basis. The closing follows approval of the merger transaction by both KLXE and QES stockholders at stockholder meetings held on July 24, 2020.

"We are pleased to complete the previously announced merger of KLX Energy Services and Quintana Energy Services, bringing together two companies with tremendous strengths and capabilities that make us uniquely equipped to support our blue-chip customers during this unprecedented time," said Christopher J. Baker, President and CEO of the combined company. "As a premier provider of completion, production and intervention, and drilling solutions, KLXE will continue to focus on operational excellence across its broad product and service offerings as it supports and expands its portfolio of proprietary technologies that provide a competitive advantage. Looking ahead, the Company expects to pursue strategic, accretive consolidation opportunities that further strengthen the Company's competitive positioning and capital structure, drive efficiencies, accelerate growth, and create long-term stockholder value."

Tom McCaffrey, former President and CEO of KLXE and a continuing KLXE Board member, said, “This transaction culminates an accelerated yet extensive process by the management and boards of both companies to enhance stockholder value. The company will be rationalizing two of the largest fleets of coiled tubing and wireline assets, which will dramatically reduce future capital spending and facilitate the pull-through of KLXE’s asset-light services. This transaction positions the Company to better weather the current storm and, ultimately, to grow on a significantly reduced capital expenditure budget. I look forward to chairing the Board’s Integration Committee to provide oversight of the integration and synergy realization plan, which is expected to generate at least $40 million in annualized cost savings within 12 months as management aligns common roles, processes and systems throughout each function and region in the Company. We are confident that KLXE will be on the leading edge of the recovery once our operations and support functions are fully integrated and aligned.”

Financial Synergies

Excluding the impact of the estimated $40 million of annualized cost synergies from the merger, the combined companies’ fiscal year 2019 pro forma revenues were more than $1 billion, and adjusted EBITDA was $106 million. Pro forma for the combination, KLXE has an improved liquidity and capital structure with approximately $117 million of cash[1] and an undrawn $100 million revolving credit facility, of which approximately $95 million was available[1]. The merger is expected to be significantly accretive to free cash flow per share. Importantly, the combined company has a strong balance sheet to support critical ongoing business initiatives as well as the pursuit of additional value-creating consolidation opportunities within the oilfield service industry.

Operational Synergies

The combined organization has a highly talented workforce with a commitment to safety, performance, customer satisfaction, and profitability. Complementary to being the foremost U.S. provider of large diameter coiled tubing services, the Company also offers an industry-leading portfolio of asset-light products and services to its blue-chip customers across all major onshore oil and gas basins in the United States. The Company is now able to streamline operational support and technology advancements across a broader suite of service offerings. Finally, through its increased scale and product and service offerings designed to meet the needs of customers throughout the lifecycle of the well, KLXE is expected to generate cross-selling opportunities that allow for an increased share of customer spend.

Leadership and Structure

KLXE will operate under the executive leadership of QES’s legacy management team, including Christopher J. Baker, President and Chief Executive Officer, and Keefer M. Lehner, EVP and Chief Financial Officer. The Board of Directors is comprised of nine directors, with five legacy KLXE directors and four legacy QES directors. John Collins, current Chairman of the Board of KLXE, will continue to serve as Chairman, and Tom McCaffrey, former President and CEO of KLXE, will continue to serve on the Board and as chair of its Integration Committee. Additional leadership biographies will be available on the Company’s website, www.klxenergy.com. KLXE’s corporate headquarters is now located in Houston, Texas.

[1] Cash balance is presented based on respective Q1 2020 quarter end for KLXE (April 30, 2020) and QES (March 31, 2020), net of the repayment of the QES credit facility, and availability is also presented based on the respective Q1 2020 quarter end for KLXE and QES adjusted for the repayment of the QES credit facility.

Additional Resources

For more information on the combination, please view the initial announcement and presentation here:

Announcement:
https://investor.klxenergy.com/news-releases/news-release-details/klx-energy-services-and-quintana-energy-services-combine-all

Presentation:
https://investor.klxenergy.com/static-files/6014c6f9-5bdc-44dc-b81b-bb92b8b08d36

Advisors

Goldman Sachs & Co. LLC served as exclusive financial advisor to KLXE and Freshfields Bruckhaus Deringer US LLP served as legal counsel.

Tudor, Pickering, Holt & Co. served as exclusive financial advisor to QES and Skadden, Arps, Slate, Meagher, & Flom LLP served as legal counsel.

About KLX Energy Services

KLX Energy Services is a leading US onshore provider of mission critical oilfield services focused on completion, production and intervention, and drilling activities for the most technically demanding wells. KLX Energy Services' experienced and technically skilled personnel are supported by a broad portfolio of specialized tools and equipment, including innovative proprietary tools developed by KLXE's in-house R&D team. KLX Energy Services supports its broad customer base on a 24/7 basis from over 50 service facilities located throughout the major onshore oil and gas producing regions of the United States. More information is available at www.klxenergy.com.

Contacts:

Keefer M. Lehner, EVP & Chief Financial Officer
832-930-8066
IR@KLXEnergy,com

Dennard Lascar Investor Relations
Ken Dennard / Natalie Hairston
713-529-6600
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Forward Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Some of these forward-looking statements can be identified by the use of forward-looking words such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "estimates," "projects," "strategy," or "anticipates," or the negative of those words or other comparable terminology. Such forward-looking statements, including those regarding the transaction between KLXE and QES, involve risks and uncertainties. The combined company's experience and results may differ materially from the experience and results anticipated in such statements. The accuracy of such statements is subject to a number of risks, uncertainties and assumptions including, but not limited to, the following factors: (1) the ability of KLXE to achieve the benefits anticipated from the business combination; (2) litigation relating to the transaction; (3) risks that the transaction disrupts the current plans and operations of KLXE; (4) the ability of KLXE to retain and hire key personnel; (5) competitive responses to the transaction; (6) unexpected costs, charges or expenses resulting from the transaction; (7) potential adverse reactions or changes to business relationships resulting from the announcement or completion of the transaction; (8) the combined company's ability to achieve the synergies expected from the transaction, as well as delays, challenges and expenses associated with integrating the combined company's existing businesses; and (9) legislative, regulatory and economic developments. Other factors that might cause such a difference include those discussed in KLXE's filings with the SEC, which include its Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and in the joint proxy statement/prospectus included in the registration statement on Form S-4 filed in connection with the transaction. For more information, see the section entitled "Risk Factors" and the forward-looking statements disclosure contained in KLXE's and QES's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and in other filings. The forward-looking statements included in this communication are made only as of the date hereof and, except as required by federal securities laws and rules and regulations of the SEC, KLXE undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Non-GAAP Financial Measures

This press release includes "Adjusted EBITDA." Adjusted EBITDA is a supplemental non-GAAP financial measure that is used by management and external users of our financial statements, such as industry analysts, investors, lenders and rating agencies.

Adjusted EBITDA is not a measure of net income or cash flows as determined by GAAP. We define Adjusted EBITDA as net income (loss) plus income taxes, net interest expense, depreciation and amortization, impairment charges, net (gain) loss on disposition of assets, stock based compensation, transaction expenses, rebranding expenses, settlement expenses, severance expenses, restructuring expenses, impairment expenses and equipment stand-up expense.

We believe Adjusted EBITDA is useful because it allows us to more effectively evaluate our operating performance and compare the results of our operations from period to period without regard to our financing methods or capital structure. We exclude the items listed above in arriving at Adjusted EBITDA because these amounts can vary substantially from company to company within our industry depending upon accounting methods and book values of assets, capital structures and the method by which the assets were acquired. Adjusted EBITDA should not be considered as an alternative to, or more meaningful than, net income as determined in accordance with GAAP, or as an indicator of our operating performance or liquidity. Certain items excluded from Adjusted EBITDA are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure, as well as the historic costs of depreciable assets, none of which are components of Adjusted EBITDA. Our computations of Adjusted EBITDA may not be comparable to other similarly titled measures of other companies. The presentation of Adjusted EBITDA in this press release should not be construed as an inference that future results will be unaffected by unusual or non-recurring items.