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

**SCHEDULE 13D/A**

UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. 2)\*

**U.S. Well Services, Inc.**

(Name of Issuer)

**Class A Common Stock, par value \$0.0001 per share**  
(Title of Class of Securities)

**91274U 101**  
(CUSIP Number)

**Ross A. Oliver  
Crestview Partners  
590 Madison Avenue, 36th Floor New York, NY 10022  
(212) 906-0700**

Copies to:  
**E. Ramey Layne  
James M. Garrett  
Vinson & Elkins L.L.P.  
1001 Fannin, Suite 2500  
Houston, Texas 77002**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**November 11, 2019**  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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<b>1</b>	NAME OF REPORTING PERSON Crestview Partners III GP, L.P.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH SOLE VOTING POWER	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 25,066,666(1)
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 25,066,666(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 25,066,666(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 34.31%(2)	
<b>14</b>	TYPE OF REPORTING PERSON PN	

- (1) Consists of (i) 19,297,910 shares of Class A Common Stock and 119,123 Sponsor Transferred Shares (as discussed in Item 6) held directly by Crestview III USWS, L.P., (ii) 952,090 shares of Class A Common Stock and 5,877 Sponsor Transferred Shares held directly by Crestview III USWS TE, LLC, (iii) 3,625,000 shares of Class A Common Stock issuable upon exercise of the Initial Warrants (as discussed in Item 3) received by Crestview III USWS, L.P. and Crestview III USWS TE, LLC pursuant to the Subscription Agreement (as discussed in Item 3) and (iv) 1,066,666 shares of Class A Common Stock issuable upon exercise of the May 2019 Warrants (as discussed in Item 3) (together with the Initial Warrants, the "Outstanding Warrants") issued to Crestview III USWS, L.P. and Crestview III USWS TE, LLC at the initial closing pursuant to the Purchase Agreement (as discussed in Item 3), in each case, for which Crestview Partners III GP, L.P. may be deemed to be the beneficial owner. Excludes (i) any shares of Class A Common Stock that may be issued upon conversion of the 20,000 shares of Series A Preferred Stock issued to the filing person pursuant to the Purchase Agreement (as discussed in Item 3) and (ii) any shares of Class A Common Stock that may be issued upon exercise of any Additional May 2019 Warrants that may be issued pursuant to the terms of the Purchase Agreement (as discussed in Item 3).
- (2) Based on (i) 68,364,175 aggregate shares of Class A Common Stock and Class B Common Stock issued and outstanding as of November 4, 2019 as reported by the Issuer in its Quarterly Report on Form 10-Q for the period ended September 30, 2019, plus (ii) 4,691,666 shares of Class A Common Stock issuable upon exercise of the Outstanding Warrants. Each share of the Issuer's Class B Common Stock, together with one common unit representing limited liability company interests in USWS Holdings LLC, is exchangeable for one share of Class A Common Stock.

<b>1</b>	NAME OF REPORTING PERSON Crestview III USWS, L.P.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH SOLE VOTING POWER	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 23,888,112(1)
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 23,888,112(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,888,112(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 32.70%(2)	
<b>14</b>	TYPE OF REPORTING PERSON PN	

- (1) Consists of (i) 19,297,910 shares of Class A Common Stock and 119,123 Sponsor Transferred Shares, (ii) 3,454,564 shares of Class A Common Stock issuable upon exercise of the Initial Warrants and (iii) 1,016,515 shares of Class A Common Stock issuable upon exercise of the May 2019 Warrants. Excludes (i) any shares of Class A Common Stock that may be issued upon conversion of the 19,060 shares of Series A Preferred Stock issued to the filing person pursuant to the Purchase Agreement (as discussed in Item 3) and (ii) any shares of Class A Common Stock that may be issued upon exercise of any Additional May 2019 Warrants that may be issued pursuant to the terms of the Purchase Agreement (as discussed in Item 3).
- (2) Based on (i) 68,364,175 aggregate shares of Class A Common Stock and Class B Common Stock issued and outstanding as of November 4, 2019 as reported by the Issuer in its Quarterly Report on Form 10-Q for the period ended September 30, 2019, plus (ii) 4,691,666 shares of Class A Common Stock issuable upon exercise of the Outstanding Warrants. Each share of the Issuer's Class B Common Stock, together with one common unit representing limited liability company interests in USWS Holdings LLC, is exchangeable for one share of Class A Common Stock.

<b>1</b>	NAME OF REPORTING PERSON Crestview III USWS TE, LLC	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH SOLE VOTING POWER	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 1,178,554 (1)
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 1,178,554 (1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,178,554 (1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.61%(2)	
<b>14</b>	TYPE OF REPORTING PERSON CO	

(1) Consists of (i) 952,090 shares of Class A Common Stock and 5,877 Sponsor Transferred Shares, (ii) 170,436 shares of Class A Common Stock issuable upon exercise of the Initial Warrants and (iii) 50,151 shares of Class A Common Stock issuable upon exercise of the May 2019 Warrants. Excludes (i) any shares of Class A Common Stock that may be issued upon conversion of the 940 shares of Series A Preferred Stock issued to the filing person pursuant to the Purchase Agreement (as discussed in Item 3) and (ii) any shares of Class A Common Stock that may be issued upon exercise of any Additional May 2019 Warrants that may be issued pursuant to the terms of the Purchase Agreement (as discussed in Item 3).

(2) Based on (i) 68,364,175 aggregate shares of Class A Common Stock and Class B Common Stock issued and outstanding as of November 4, 2019 as reported by the Issuer in its Quarterly Report on Form 10-Q for the period ended September 30, 2019, plus (ii) 4,691,666 shares of Class A Common Stock issuable upon exercise of the Outstanding Warrants. Each share of the Issuer's Class B Common Stock, together with one common unit representing limited liability company interests in USWS Holdings LLC, is exchangeable for one share of Class A Common Stock.

This Amendment No. 2 to Schedule 13D (this “Statement”) amends and restates the Schedule 13D originally filed by the Reporting Persons (as defined below) on November 19, 2018, as amended by Amendment No. 1 to the Schedule 13D filed by the Reporting Persons on May 29, 2019.

**Item 1. Security and Issuer**

This Statement relates to the Class A common stock, par value \$0.0001 per share (the “Class A Common Stock”) of U.S. Well Services, Inc., a Delaware corporation (the “Issuer”). The Class A Common Stock and Class B common stock, par value \$0.0001 per share, of the Issuer (the “Class B Common Stock” and, together with the Class A Common Stock, the “Common Stock”) are treated as a single class for purposes of this Statement because they vote together as a single class.

The principal executive offices of the Issuer are located at 770 South Post Oak Lane, Suite 405, Houston, TX 77056.

**Item 2. Identity and Background**

The names of the persons filing this Statement are Crestview Partners III GP, L.P. (“Crestview GP”), Crestview III USWS, L.P. (“Crestview III LP”) and Crestview III USWS TE, LLC (“Crestview III LLC,” and together with Crestview III LP, the “Crestview Parties” and, together with Crestview GP, the “Reporting Persons” and each, a “Reporting Person”). Crestview GP and Crestview III LP are each a Delaware limited partnership. Crestview III LLC is a Delaware limited liability company. Each of the Reporting Persons is a private investment fund. Crestview GP serves as the general partner of the investment funds which are direct or indirect members of the Crestview Parties. Decisions by Crestview GP to vote or dispose of the Class A Common Stock held by the Crestview Parties requires the approval of a majority of the eight members of its investment committee and its chairman, which is composed of the following individuals: Barry S. Volpert (chairman), Thomas S. Murphy, Jr., Robert J. Hurst, Richard M. DeMartini, Robert V. Delaney, Jr., Brian P. Cassidy, Alexander M. Rose and Adam J. Klein. None of the foregoing persons has the power individually to vote or dispose of any of the Class A Common Stock held by the Crestview Parties. Each of the foregoing individuals, in his capacity as solely a member of the investment committee, disclaims beneficial ownership of all such Class A Common Stock. The address of the principal office of each of the Reporting Persons is c/o Crestview, 590 Madison Avenue, 36th Floor, New York, New York 10022.

During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration.**

The Crestview Parties collectively purchased 20,250,000 shares of Class A Common Stock (the “Acquired Shares”) and 7,250,000 private placement warrants with each warrant exercisable for one-half of one share of Class A Common Stock at an exercise price of \$5.75 per half share, or \$11.50 per whole share (the “Initial Warrants”) for aggregate consideration of \$180,000,000 pursuant to the Subscription Agreement (the “Subscription Agreement”), dated July 13, 2018, by and among Matlin & Partners Acquisition Corporation, Matlin & Partners Acquisition Sponsor LLC, Cantor Fitzgerald & Co., the Crestview Parties, and, solely for purposes of Section 12(a) therein, Crestview Partners III (TE), L.P. (“VCOC I”) and Crestview Partners III Co-Investors, L.P. (“VCOC II,” and, together with VCOC I, “Crestview VCOC”). The Initial Warrants became exercisable 30 days after the closing of the Merger Agreement (as discussed in Item 4), which closed on November 9, 2018. The source of funds for such purchase was capital contributions made by the investors in each of the Crestview Parties as well as available lines of credit.

On May 24, 2019 (the “Preferred Closing”), the Crestview Parties collectively purchased 20,000 shares of Series A Redeemable Convertible Preferred Stock of the Issuer, par value \$0.0001 per share (the “Series A Preferred Stock”), and 1,066,666 warrants exercisable as described in Item 4 below (the “May 2019 Warrants”) for aggregate consideration of \$20,000,000 pursuant to the Purchase Agreement dated May 23, 2019 by and among the Crestview Parties, the Issuer and the other purchasers party thereto (the “Purchase Agreement”). In addition, the Purchase Agreement provides that the Issuer will issue the Crestview Parties 177,778 additional warrants exercisable as

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described in Item 4 below (the “Additional May 2019 Warrants”) on March 31, 2020 and on a quarterly basis thereafter for a total of up to nine such issuances, in each case, if the shares of Series A Preferred Stock remain outstanding as of such applicable date. The source of funds for such purchase was capital contributions made by the investors in each of the Crestview Parties as well as available lines of credit.

**Item 4. Purpose of Transaction.**

*The following describes any other plans or proposals that any Reporting Person may have with respect to the matters set forth in Item 4(a)-(j) of Schedule 13D:*

On July 13, 2018, the Issuer entered into a Merger and Contribution Agreement (the “Merger Agreement”), by and among the Issuer, MPAC Merger Sub LLC, USWS Holdings, certain owners of equity interests in USWS Holdings and, solely for the purposes specified therein, the seller representative named therein. In connection with the entry into the Merger Agreement, the Issuer entered into a Subscription Agreement, pursuant to which (i) the Reporting Persons purchased the Acquired Shares and the Initial Warrants and (ii) the Issuer agreed that Crestview VCOC shall have the right to designate (x) two directors to the board of directors of the Issuer so long as the Crestview Parties beneficially own at least 14.3% of the outstanding Class A Common Stock and (y) one director to the board of directors of the Issuer so long as the Crestview Parties beneficially own at least 5% and less than 14.3% of the Class A Common Stock. Adam J. Klein, who is a Partner of each of Crestview, L.L.C. and Crestview Advisors, L.L.C., currently serves as Crestview VCOC’s designee on the Issuer’s board of directors, and in such capacity may have influence over the corporate activities of the Issuer.

Concurrently with the closing of transactions contemplated by the Merger Agreement, each of the Crestview Parties entered into the Amended and Restated Registration Rights Agreement, dated November 9, 2018 (the “Registration Rights Agreement”) with the Issuer and certain other stockholders of the Issuer listed on the signature pages thereto. The Registration Rights Agreement includes customary provisions relating to, among other things, “demand” registration rights and “piggy-back” registration rights. Pursuant to the Registration Rights Agreement, the Issuer will have certain obligations to register for resale under the Securities Act of 1933, as amended (the “Securities Act”), (i) all or any portion of the shares of Class A Common Stock that the holders hold as of the date of such agreement and that they may acquire thereafter, including upon the conversion, exercise or exchange of any other security therefor and (ii) the Initial Warrants.

Subject to the terms and conditions of the Certificate of Designations the Issuer filed with the Delaware Secretary of State on May 24, 2019 (the “Certificate of Designations”), following the first anniversary of the Preferred Closing, all or any portion of the shares of Series A Preferred Stock may be converted into Class A Common Stock at any time based on the then-applicable liquidation preference (as determined in accordance with the Certificate of Designations) divided by the applicable conversion price. The ordinary conversion price of the Series A Preferred Stock is \$6.67 and is subject to adjustment for stock splits, combinations, certain distributions or similar events. However, if the Issuer exercises its right to redeem the Series A Preferred Stock and funds such redemption with proceeds from an equity offering within one year of the Preferred Closing, the conversion price will be the higher of the price to the public in such offering and the ordinary conversion price. As a result, the number of shares of Class A Common Stock issuable upon conversion of the shares of Series A Preferred Stock cannot be determined at this time, though the Certificate of Designations provides that the shares of Series A Preferred Stock held by the Crestview Parties may not be converted into more than 4,960,000 shares of Class A Common Stock, subject to certain adjustments as provided therein.

Subject to the terms and conditions of the Certificate of Designations, the Series A Preferred Stock is also subject to redemption by the Issuer at any time and may be automatically converted at the election of the Issuer if (i) the closing price of the Class A Common Stock is greater than 130% of the conversion price for 20 trading days over any 30 consecutive trading day period and (ii) the average daily trading volume of the Class A Common Stock exceeded 250,000 for 20 trading days over any 30 consecutive trading day period.

The May 2019 Warrants are subject to the terms and conditions of a Warrant Agreement dated May 24, 2019 by and between the Issuer and Continental Stock Transfer & Trust Company as warrant agent (the “Preferred Warrant Agreement”). Subject to the terms and conditions of the Preferred Warrant Agreement, the Crestview Parties may acquire shares of Class A Common Stock based on an exercise price of \$7.66 per share (subject to adjustments for stock splits, combinations, certain distributions or similar events) from time to time beginning with the date that is six months following the Preferred Closing and for six years thereafter. The May 2019 Warrants are required to be net

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settled in stock on a cashless basis based on the difference between (i) the volume weighted average price of the Class A Common Stock as reported during the ten trading day period ending on the second trading day prior to the date on which the notice of exercise is delivered to the warrant agent and (ii) the then-applicable exercise price, in each case, at the time of exercise. As a result, the number of shares of Class A Common Stock issuable upon exercise of the May 2019 Warrants cannot be determined at this time, though in no event will the May 2019 Warrants be exercisable for more than 1,066,666 shares of Class A Common Stock (subject to adjustment for stock splits, combinations, certain distributions or similar events).

The Purchase Agreement provides that the Issuer will issue the Crestview Parties 177,778 Additional May 2019 Warrants on March 31, 2020 and on a quarterly basis thereafter for a total of up to nine such issuances, in each case, if the shares of Series A Preferred Stock remain outstanding as of such applicable date. The Additional May 2019 Warrants will be subject to the terms and conditions of the Preferred Warrant Agreement.

Concurrently with the closing of transactions contemplated by the Purchase Agreement, each of the Crestview Parties entered into the Registration Rights Agreement, dated May 24, 2019 (the "May 2019 Registration Rights Agreement") with the Issuer and certain other stockholders of the Issuer listed on the signature pages thereto. The May 2019 Registration Rights Agreement includes customary provisions relating to, among other things, "demand" registration rights and "piggy-back" registration rights. Pursuant to the May 2019 Registration Rights Agreement, the Issuer will have certain obligations to register for resale under the Securities Act of 1933, as amended (the "Securities Act"), all or any portion of the shares of Class A Common Stock that the holders may acquire upon the conversion, exercise or exchange of shares of Series A Preferred Stock, the May 2019 Warrants or the Additional May 2019 Warrants.

The foregoing descriptions of the Purchase Agreement, the Certificate of Designations, the Preferred Warrant Agreement and the Registration Rights Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Purchase Agreement, the Certificate of Designations, the Preferred Warrant Agreement and the Registration Rights Agreement, copies of which are being incorporated by reference as Exhibits 6, 7, 8 and 9, respectively, in Item 7 of this Statement and are incorporated herein by reference.

The Reporting Persons acquired the securities covered by this Statement for investment purposes and the Reporting Persons intend to review on a continuing basis the investments in the Issuer by the Reporting Persons. Depending upon market conditions and other factors that they may deem relevant, the Reporting Persons or their affiliates may seek to acquire additional securities of the Issuer or other financial instruments related to the Issuer or its securities (which may include rights or securities exercisable or convertible into securities of the Issuer) and/or sell or otherwise dispose of some or all of the Issuer securities or financial instruments owned from time to time, in each case, in open market or private transactions, block sales or otherwise, including in connection with extraordinary corporate transactions such as a tender offer, merger or consolidation.

The Reporting Persons intend to communicate with the Issuer's management and board of directors about a broad range of operational and strategic matters and may communicate with other stockholders or third parties regarding the foregoing. The Reporting Persons may formulate, consider, explore, develop or make plans or proposals regarding the Issuer or its securities, including related to operational or financial matters or any other potential strategic alternative intended to maximize shareholder value, including but not limited to a business combination, acquisition, sale of the Issuer or a take private transaction. Such discussions and actions may be preliminary and exploratory in nature and not rise to the level of a plan or a proposal.

**Item 5. Interest in Securities of the Issuer.**

(a) and (b)

The below table sets forth the number of shares of Class A Common Stock directly and beneficially owned by each of the Reporting Persons. The shares directly owned by the Crestview Parties are deemed to be beneficially owned by Crestview GP, the general partner of the investment funds which are direct or indirect members of the Crestview Parties. Accordingly, as indicated with respect to such shares listed as beneficially owned in the below table, the applicable Reporting Persons have shared voting power to vote and direct the vote of, and have shared power

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to dispose and direct the disposition of, such shares. Neither Crestview III LP nor Crestview III LLC have the sole power to vote or direct the vote, or the sole power to dispose or direct the disposition of, the shares listed in the table below. Each Reporting Person expressly disclaims, to the extent permitted by applicable law, beneficial ownership of any Common Stock held by the other Reporting Persons.

<b>Reporting Persons</b>	<b>Class A Common Stock Owned Directly</b>	<b>Aggregate Shares Owned(1)</b>	<b>Number of Beneficially Owned (2)</b>	<b>Percentage of Class Beneficially Owned (2)</b>
Crestview Partners III GP, L.P.	0	25,066,666		34.31%
Crestview III USWS, L.P.	19,417,033	23,888,112		32.70%
Crestview III USWS TE, LLC	957,967	1,178,554		1.61%

- (1) Consists of (i) 19,297,910 shares of Class A Common Stock and 119,123 Sponsor Transferred Shares held directly by Crestview III USWS, L.P., (ii) 952,090 shares of Class A Common Stock and 5,877 Sponsor Transferred Shares held directly by Crestview III USWS TE, LLC, (iii) 3,625,000 shares of Class A Common Stock issuable upon exercise of the Initial Warrants received by Crestview III USWS, L.P. and Crestview III USWS TE, LLC pursuant to the Subscription Agreement (as discussed in Item 3) and (iv) 1,066,666 shares of Class A Common Stock issuable upon exercise of the May 2019 Warrants (as discussed in Item 3) issued to Crestview III USWS, L.P. and Crestview III USWS TE, LLC at the initial closing pursuant to the Purchase Agreement, in each case, for which Crestview Partners III GP, L.P. may be deemed to be the beneficial owner. Excludes (i) any shares of Class A Common Stock that may be issued upon conversion of the 20,000 shares of Series A Preferred Stock issued to the filing person pursuant to the Purchase Agreement (as discussed in Item 3) and (ii) any shares of Class A Common Stock that may be issued upon exercise of any Additional May 2019 Warrants that may be issued pursuant to the terms of the Purchase Agreement (as discussed in Item 3).
- (2) Based on (i) 68,364,175 aggregate shares of Class A Common Stock and Class B Common Stock issued and outstanding as of November 4, 2019 as reported by the Issuer in its Quarterly Report on Form 10-Q for the period ended September 30, 2019, plus (ii) 4,691,666 shares of Class A Common Stock issuable upon exercise of the Outstanding Warrants. Each share of the Issuer's Class B Common Stock, together with one common unit representing limited liability company interests in USWS Holdings LLC, is exchangeable for one share of Class A Common Stock.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

On November 9, 2018, Crestview III LLC and Crestview III LP entered into a Side Letter (the "Side Letter") by and between Crestview III LLC, Crestview III LP, Matlin & Partners Acquisition Corporation and Matlin & Partners Acquisition Sponsor LLC (the "Sponsor"), pursuant to which the Sponsor agreed to transfer an aggregate of 125,000 shares of Class A Common Stock to Crestview III LP and Crestview III LLC (the "Sponsor Transferred Shares"). The Sponsor Transferred Shares were to be held by the Sponsor until the satisfaction of certain vesting conditions described in the Side Letter, however, on July 3, 2019 the Sponsor transferred the Sponsor Transferred Shares to Crestview III LP and Crestview III LLC in connection with the winding up of Sponsor's operations and pursuant to the First Amendment to the Side Letter, a copy of which is attached hereto as Exhibit 10. The Sponsor Transferred Shares remain subject to the vesting conditions described in the original Side Letter, a copy of which is being incorporated by reference as Exhibit 5.

Except as otherwise described in this Statement and the agreements incorporated by reference herein and set forth as exhibits hereto, to the Reporting Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the entities named in Item 2 and between such entities and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses or the giving or withholding of proxies.



**Item 7. Material to be Filed as Exhibits**

<b>Exhibit</b>	<b>Description</b>
1	Joint Filing Agreement by and among the Reporting Persons dated as of September 9, 2018 (incorporated by reference to Exhibit 1 to the Schedule 13D filed by the Reporting Persons on May 29, 2019).
2	Merger and Contribution Agreement, dated as of July 13, 2018, by and among Matlin & Partners Acquisition Corporation, MPAC Merger Sub LLC, USWS Holdings LLC, certain blocker companies named therein and, solely for purposes described therein, the seller representatives named therein (incorporated by reference to Exhibit 2.1 to Matlin & Partners Acquisition Corporation's Form 8-K, filed with the Securities and Exchange Commission on July 16, 2018).
3	Crestview Subscription Agreement, dated as of July 13, 2018, by and among Matlin & Partners Acquisition Corporation, Matlin & Partners Acquisition Sponsor LLC, Cantor Fitzgerald & Co., Crestview III USWS, L.P., Crestview III USWS TE, LLC and, solely for purposes described therein, the entities named therein (incorporated by reference to Exhibit 10.2 to Matlin & Partners Acquisition Corporation's Form 8-K, filed with the Securities and Exchange Commission on July 16, 2018).
4	Amended and Restated Registration Rights Agreement, dated as of November 9, 2018, by among U.S. Well Services, Inc. and the holders named therein (incorporated by reference to Exhibit 4.1 to U.S. Well Services, Inc.'s Form 8-K, filed with the Securities and Exchange Commission on November 16, 2018).
5	Side Letter, dated as of November 9, 2018, by and between Crestview III USWS TE, LLC, Crestview III USWS, L.P., Matlin & Partners Acquisition Corporation and Matlin & Partners Acquisition Sponsor LLC (incorporated by reference to Exhibit 5 to the Schedule 13D filed by the Reporting Persons on May 29, 2019).
6	Purchase Agreement, dated May 23, 2019, by and among the Issuer, the Crestview Parties and the other parties thereto (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on May 24, 2019).
7	Certificate of Designations dated May 24, 2019, of the Issuer (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed by the Issuer on May 24, 2019).
8	Warrant Agreement, dated May 24, 2019, between the Issuer and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by the Issuer on May 24, 2019).
9	Registration Rights Agreement, dated May 24, 2019, by and among the Crestview Parties, the Issuer and the other parties thereto (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer on May 24, 2019).
10	First Amendment to the Side Letter, dated as of July 3, 2019, by and between Crestview III USWS TE, LLC, Crestview III USWS, L.P., Matlin & Partners Acquisition Corporation (now known as U.S. Well Services, Inc.) and Matlin & Partners Acquisition Sponsor LLC (filed herewith).

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**SIGNATURES**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned hereby certifies that the information set forth in this Statement is true, complete and correct.

Date: November 12, 2019

**CRESTVIEW PARTNERS III GP, L.P.**

By: Crestview, L.L.C., its general partner

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

**CRESTVIEW III USWS, L.P.**

By: Crestview III USWS GenPar, LLC, its general partner

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

**CRESTVIEW III USWS TE, LLC**

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

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July 3, 2019

Crestview III USWS, L.P.  
Crestview III USWS TE, LLC  
590 Madison Avenue  
36th Floor  
New York, New York 10022  
Attn: Adam Klein; Ross Oliver

Reference is made to that certain side letter (the "**Original Side Letter**"), dated as of November 9, 2018, by and among Matlin & Partners Acquisition Corporation, a Delaware corporation (now known as U.S. Well Services, Inc., "**MPAC**"), Matlin & Partners Acquisition Sponsor LLC, a Delaware limited liability company ("**Sponsor**"), Crestview III USWS, L.P., a Delaware limited partnership ("**Crestview Investor I**"), and Crestview III USWS TE, LLC, a Delaware limited liability company ("**Crestview Investor II**" and together with Crestview Investor I, "**Crestview**"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Original Side Letter.

The Original Side Letter provides for the transfer and assignment of the Sponsor Transferred Shares by Sponsor to Crestview following the satisfaction of a Vesting Condition. A Vesting Condition has not yet occurred; however, in connection with winding up its operations, Sponsor desires to transfer and assign the Sponsor Transferred Shares to Crestview on the date of this letter (this "**First Amendment to Side Letter**") rather than following the satisfaction of a Vesting Condition. MPAC, Sponsor and Crestview are entering into this First Amendment to Side Letter in order to (i) amend the Original Side Letter to provide for such transfer and assignment to occur on the date hereof and (ii) effect such transfer and assignment and related matters in accordance with the Original Side Letter, as amended by this First Amendment to Side Letter (as amended, the "**Side Letter**").

1 . **Amendment of Original Side Letter.** MPAC, Sponsor and Crestview agree that Section 1 of the Original Side Letter is hereby amended as follows:

1 . **Crestview Transfer.** In consideration of the foregoing, the mutual covenants and agreements in this Side Letter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MPAC and Crestview agree that in exchange for the cash payment by Crestview set forth in the Subscription Agreement, in addition to the MPAC equity interests Crestview received pursuant to the terms of the Subscription Agreement, Crestview will also receive 125,000 \$13.50 Conversion Shares, which MPAC and Crestview acknowledge will, until July 3, 2019, continue to be held by Sponsor on behalf of Crestview for the convenience of the parties in lieu of the transfer by Sponsor of such \$13.50 Conversion Shares to MPAC for cancellation in exchange for no consideration and the reissuance of such \$13.50 Conversion Shares by MPAC to Crestview pursuant to this Side Letter. On July 3, 2019, MPAC shall cause Sponsor to transfer and assign to Crestview, and Sponsor agrees to transfer and assign to Crestview, 125,000 \$13.50 Conversion Shares (the "**Sponsor Transferred Shares**"), and any registration rights Sponsor has related to the Sponsor Transferred Shares, and each of Sponsor and MPAC shall take such action as may be

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required in connection therewith in order to cause the Sponsor Transferred Shares to be delivered to Crestview in certificated form and free and clear of any liens or other restrictions whatsoever (other than applicable restrictions under the Sponsor Agreement and the Letter Agreement and those arising under state or federal securities laws). The transfer and assignment of the Sponsor Transferred Shares to Crestview pursuant to this Section 1 shall be made 95.29832143% to Crestview Investor I and 4.70167857% to Crestview Investor II.

2. **Transfer and Assignment of Sponsor Transferred Shares; Assignment of Registration Rights.**

a. Pursuant to Section 1 of the Side Letter, on the date hereof, Sponsor hereby transfers, assigns and conveys (i) 119,123 Sponsor Transferred Shares (the "***Crestview Investor I Shares***") to Crestview Investor I and (ii) 5,877 Sponsor Transferred Shares (the "***Crestview Investor II Shares***") to Crestview Investor II (collectively, the "***Crestview Transfer***"). Contemporaneously with the Crestview Transfer, each of Crestview Investor I and Crestview Investor II is delivering to MPAC a Joinder to Sponsor Agreement and Letter Agreement substantially in the form attached hereto as, with respect to Crestview Investor I, Exhibit A and, with respect to Crestview Investor II, Exhibit B (together, the "***Joinders***"). MPAC acknowledges that the Crestview Transfer is permitted by paragraph 7(c) of the Letter Agreement (pursuant to clause (a) thereof) and therefore not subject to the restrictions of Section 3(b) of the Sponsor Agreement, subject to Section 3(d) of the Sponsor Agreement and MPAC's receipt of the executed Joinders.

b. Pursuant to Section 1 of the Side Letter, and contemporaneously with the Crestview Transfer, Sponsor hereby (i) assigns to Crestview Investor I all of Sponsor's rights to registration and other rights with respect to the Crestview Investor I Shares under that certain Amended and Restated Registration Rights Agreement, dated as of November 9, 2018, by and among MPAC, Sponsor, Crestview and the other Holders party thereto (the "***Registration Rights Agreement***"), and (ii) assigns to Crestview Investor II all of Sponsor's rights to registration and other rights with respect to the Crestview Investor II Shares under the Registration Rights Agreement. Crestview Investor I acknowledges that it is acquiring the Crestview Investor I Shares subject to the terms and conditions set forth in the Registration Rights Agreement and agrees that the Crestview Investor I Shares shall be bound by and subject to the terms of the Registration Rights Agreement, pursuant to the terms thereof. Crestview Investor II acknowledges that it is acquiring the Crestview Investor II Shares subject to the terms and conditions set forth in the Registration Rights Agreement and agrees that the Crestview Investor II Shares shall be bound by and subject to the terms of the Registration Rights Agreement, pursuant to the terms thereof. Pursuant to Section 6.03 of the Registration Rights Agreement, MPAC hereby consents to the foregoing assignments to Crestview of rights to registration and other rights under the Registration Rights Agreement.

3. **Miscellaneous.** This First Amendment to Side Letter shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws that would otherwise require the application of the law of any other state, and may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All counterparts so executed and delivered shall be construed together

and shall constitute one and the same agreement. Except as hereby amended, the Original Side Letter shall remain in full force and effect.

*[Signature page follows]*

If the foregoing accurately describes the agreement of MPAC, Sponsor and Crestview with respect to the subject matter hereof, please evidence such agreement by signing in the space provided on the following page.

Sincerely,

**U.S. Well Services, Inc.** (formerly Matlin &  
Partners Acquisition Corporation)Matlin & Partners  
Acquisition Sponsor LLC

By: /s/ Matthew Bernard

Name: Matthew Bernard

Title: Chief Administrative Officer

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Signature Page to First Amendment to Side Letter

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Matlin & Partners Acquisition Sponsor LLC

By: /s/ Robert Weiss

Name: Robert Weiss

Title: General Counsel

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Signature Page to First Amendment to Side Letter

**Crestview III USWS, L.P.**

By: Crestview III USWS GenPar, LLC, its general partner

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

**Crestview III USWS TE, LLC**

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

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Signature Page to First Amendment to Side Letter



**Exhibit A**

**Joinder – Crestview Investor I**

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## JOINDER TO SPONSOR AGREEMENT AND LETTER AGREEMENT

This Joinder to Sponsor Agreement and Letter Agreement, dated as of July 3, 2019 (this "*Joinder*"), is executed by Crestview III USWS, L.P., a Delaware limited partnership ("*Transferee*"), in favor of U.S. Well Services, Inc., a Delaware corporation (formerly Matlin & Partners Acquisition Corporation) (the "*Company*"), pursuant to Section 3(d) of the Sponsor Agreement (as defined below) and paragraph 7(c) of the Letter Agreement (as defined below). Each capitalized term used and not otherwise defined in this Joinder has the meaning given to such term in the Sponsor Agreement.

WHEREAS, the Company, USWS Holdings LLC, Matlin & Partners Acquisition Sponsor LLC, a Delaware limited liability ("*Sponsor*"), and, solely for certain specified purposes, Cantor Fitzgerald & Co. are parties to that certain Sponsor Agreement, dated as of July 13, 2018 (as amended by Amendment No. 1 thereto, dated as of November 2, 2018, and Amendment No. 2 thereto, dated as of November 9, 2018, the "*Sponsor Agreement*");

WHEREAS, Sponsor and certain other parties have entered into that certain Letter Agreement, dated March 9, 2017, with the Company (the "*Letter Agreement*");

WHEREAS, pursuant to that certain side letter dated as of November 9, 2018, as amended on July 3, 2019, by and among the Company, Sponsor, Transferee and Crestview III USWS TE, LLC, on the date hereof Sponsor is transferring to Transferee 119,123 \$13.50 Conversion Shares (the "*Transferee Conversion Shares*") in a Transfer pursuant to paragraph 7(c) of the Letter Agreement;

WHEREAS, in accordance with the terms of Section 3(c) of the Sponsor Agreement: (i) none of the Transferee Conversion Shares is, prior to the Transfer thereof to Transferee, or will be, after the Transfer thereof to Transferee, subject to the restrictions on Transfer or forfeiture provisions set forth in clause (i) or clause (ii) of Section 3(b) of the Sponsor Agreement, and (ii) all of the Transferee Conversion Shares are, prior to the Transfer thereof to Transferee, and will continue to be, after the Transfer thereof to Transferee, subject to the restrictions on Transfer and forfeiture provisions set forth in clause (iii) of Section 3(b) of the Sponsor Agreement; and

WHEREAS, in connection with the Transfer of the Transferee Conversion Shares to Transferee, Transferee is required pursuant to (i) Section 3(d) of the Sponsor Agreement to enter into a written agreement to be bound by the provisions of the Sponsor Agreement specified in Section 3(d) of the Sponsor Agreement to the extent applicable to Transferee and (ii) paragraph 7(c) of the Letter Agreement to enter into a written agreement to be bound by the restrictions set forth in the Letter Agreement.

NOW, THEREFORE, Transferee hereby agrees with the Company as follows.

1. Joinder to Sponsor Agreement. Transferee hereby agrees to be bound by:

- (a) Section 3(d) of the Sponsor Agreement with respect to future Transfers by Transferee of the Transferee Conversion Shares;
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- (b) clause (iii) of Section 3(b) of the Sponsor Agreement with respect to all of the Transferee Conversion Shares; and
- (e) Sections 8 through 12 of the Sponsor Agreement;

in each case, to the same extent as if Transferee were an original Party to the Sponsor Agreement (but solely for the purpose of the provisions of the Sponsor Agreement specified above and solely with respect to the Transferee Conversion Shares).

2. Joinder to Letter Agreement. Transferee hereby agrees to be bound by paragraph 6(b), paragraph 7(a) (subject to paragraph 7(c)) and paragraphs 11 through 16 of the Letter Agreement; in each case, to the same extent as if Transferee were an original party to the Letter Agreement (but solely for the purpose of the provisions of the Letter Agreement specified above and solely with respect to the Transferee Conversion Shares).

[signature page follows]

IN WITNESS WHEREOF, Transferee has executed this Joinder as of the date first written above.

**TRANSFEEE:**

Crestview III USWS, L.P.

By: Crestview III USWS GenPar, LLC, its general partner

By: \_\_\_\_\_

Name: Ross A. Oliver

Title: General Counsel

Address for Notice:

Crestview Advisors, L.L.C.

590 Madison Avenue

36th Floor

New York, New York 10022

Attn: Adam Klein; Ross Oliver

Email: aklein@crestview.com;

roliver@crestview.com

with a copy (which shall not constitute notice) to:

Vinson & Elkins L.L.P.

1001 Fannin Street, Suite 2500

Houston, Texas 77002

Attention: E. Ramey Layne; James M. Garrett

Email: rlayne@velaw.com; jgarrett@velaw.com

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Signature Page to Joinder to Sponsor Agreement and Letter Agreement

**Exhibit B**

**Joinder – Crestview Investor II**

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## JOINDER TO SPONSOR AGREEMENT AND LETTER AGREEMENT

This Joinder to Sponsor Agreement and Letter Agreement, dated as of July 3, 2019 (this “*Joinder*”), is executed by Crestview III USWS TE, LLC, a Delaware limited liability company (“*Transferee*”), in favor of U.S. Well Services, Inc., a Delaware corporation (formerly Matlin & Partners Acquisition Corporation) (the “*Company*”), pursuant to Section 3(d) of the Sponsor Agreement (as defined below) and paragraph 7(c) of the Letter Agreement (as defined below). Each capitalized term used and not otherwise defined in this Joinder has the meaning given to such term in the Sponsor Agreement.

WHEREAS, the Company, USWS Holdings LLC, Matlin & Partners Acquisition Sponsor LLC, a Delaware limited liability (“*Sponsor*”), and, solely for certain specified purposes, Cantor Fitzgerald & Co. are parties to that certain Sponsor Agreement, dated as of July 13, 2018 (as amended by Amendment No. 1 thereto, dated as of November 2, 2018, and Amendment No. 2 thereto, dated as of November 9, 2018, the “*Sponsor Agreement*”);

WHEREAS, Sponsor and certain other parties have entered into that certain Letter Agreement, dated March 9, 2017, with the Company (the “*Letter Agreement*”);

WHEREAS, pursuant to that certain side letter dated as of November 9, 2018, as amended on July 3, 2019, by and among the Company, Sponsor, Transferee and Crestview III USWS, L.P., on the date hereof Sponsor is transferring to Transferee 5,877 \$13.50 Conversion Shares (the “*Transferee Conversion Shares*”) in a Transfer pursuant to paragraph 7(c) of the Letter Agreement;

WHEREAS, in accordance with the terms of Section 3(c) of the Sponsor Agreement: (i) none of the Transferee Conversion Shares is, prior to the Transfer thereof to Transferee, or will be, after the Transfer thereof to Transferee, subject to the restrictions on Transfer or forfeiture provisions set forth in clause (i) or clause (ii) of Section 3(b) of the Sponsor Agreement, and (ii) all of the Transferee Conversion Shares are, prior to the Transfer thereof to Transferee, and will continue to be, after the Transfer thereof to Transferee, subject to the restrictions on Transfer and forfeiture provisions set forth in clause (iii) of Section 3(b) of the Sponsor Agreement; and

WHEREAS, in connection with the Transfer of the Transferee Conversion Shares to Transferee, Transferee is required pursuant to (i) Section 3(d) of the Sponsor Agreement to enter into a written agreement to be bound by the provisions of the Sponsor Agreement specified in Section 3(d) of the Sponsor Agreement to the extent applicable to Transferee and (ii) paragraph 7(c) of the Letter Agreement to enter into a written agreement to be bound by the restrictions set forth in the Letter Agreement.

NOW, THEREFORE, Transferee hereby agrees with the Company as follows.

1. Joinder to Sponsor Agreement. Transferee hereby agrees to be bound by:

- (a) Section 3(d) of the Sponsor Agreement with respect to future Transfers by Transferee of the Transferee Conversion Shares;
-

- (b) clause (iii) of Section 3(b) of the Sponsor Agreement with respect to all of the Transferee Conversion Shares; and
- (e) Sections 8 through 12 of the Sponsor Agreement;

in each case, to the same extent as if Transferee were an original Party to the Sponsor Agreement (but solely for the purpose of the provisions of the Sponsor Agreement specified above and solely with respect to the Transferee Conversion Shares).

2. Joinder to Letter Agreement. Transferee hereby agrees to be bound by paragraph 6(b), paragraph 7(a) (subject to paragraph 7(c)) and paragraphs 11 through 16 of the Letter Agreement; in each case, to the same extent as if Transferee were an original party to the Letter Agreement (but solely for the purpose of the provisions of the Letter Agreement specified above and solely with respect to the Transferee Conversion Shares).

[signature page follows]

IN WITNESS WHEREOF, Transferee has executed this Joinder as of the date first written above.

**TRANSFEE:**

Crestview III USWS TE, LLC

By: \_\_\_\_\_

Name: Ross A. Oliver

Title: General Counsel

Address for Notice:

Crestview Advisors, L.L.C.

590 Madison Avenue

36th Floor

New York, New York 10022

Attn: Adam Klein; Ross Oliver

Email: aklein@crestview.com;

roliver@crestview.com

with a copy (which shall not constitute notice) to:

Vinson & Elkins L.L.P.

1001 Fannin Street, Suite 2500

Houston, Texas 77002

Attention: E. Ramey Layne; James M. Garrett

Email: rlayne@velaw.com; jgarrett@velaw.com

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Signature Page to Joinder to Sponsor Agreement and Letter Agreement