

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

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

OIL STATES INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation or organization)

76-0476605
(I.R.S. Employer
Identification Number)

THREE ALLEN CENTER
333 CLAY STREET, SUITE 3460
HOUSTON, TEXAS 77002
(Address of principal executive offices, including zip code)

OIL STATES INTERNATIONAL, INC.
DEFERRED COMPENSATION PLAN;
(Full title of the plan)

CINDY B. TAYLOR
OIL STATES INTERNATIONAL, INC.
THREE ALLEN CENTER
333 CLAY STREET, SUITE 3460
HOUSTON, TEXAS 77002
(Name and address of agent for service)

(713) 652-0582
(Telephone number, including area code, of agent for service)

Copies to:

Scott N. Wulfe
Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2300
Houston, Texas 77002
(713) 758-2222

CALCULATION OF REGISTRATION FEE

| TITLE OF SECURITIES TO BE REGISTERED(1) | AMOUNT TO BE REGISTERED(2) | PROPOSED MAXIMUM OFFERING PRICE PER SHARE | PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2) | AMOUNT OF REGISTRATION FEE |
|---|-------------------------------|---|--|----------------------------------|
| Deferred Compensation Obligations..... | | | | |
| Common Stock, par value \$.01 per share.... | | | | |
| Total..... | \$10,000,000 | 100% | \$10,000,000 | \$2,500 |

(1) The Deferred Compensation Obligations of the Registrant to pay deferred compensation in the future in accordance with the terms of the Oil States International, Inc. Deferred Compensation Plan.

(2) The amount to be registered is estimated solely for the purpose of calculating the amount of the registration fee and includes such indeterminate number of shares of the Registrant's Common Stock as may be issued at indeterminate prices from time to time as one of the various investment options for participants in the Oil States International, Inc. Deferred Compensation Plan.

=====

2

INTRODUCTION

We are filing this Registration Statement because of the uncertainty as to whether the Obligations (as defined below) would or should be considered "securities" or be subject to registration under the Securities Act of 1933, as amended (the "Securities Act"). The filing of this Registration Statement is not an admission by us that the Obligations are securities or are subject to the registration requirements of the Securities Act.

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

ITEM 1. PLAN INFORMATION.

Information required by Part I, Item 1 to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with Rule 428 under the Securities Act and the explanatory note to Part I of Form S-8.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION.

Information required by Part I, Item 2 to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with Rule 428 under the Securities Act and the explanatory note to Part I of Form S-8.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents, which we have filed with the Securities and Exchange Commission, are incorporated by reference in this registration statement:

- (a) Our annual report on Form 10-K for the fiscal year ended December 31, 2000 filed on March 30, 2001.
- (b) Our quarterly report on Form 10-Q for the three month period ended March 31, 2001 filed on May 15, 2001.
- (c) The description of our common stock, which is contained in our registration statement on Form 8-A filed on February 6, 2001 pursuant to Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents we file pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the effective date of this registration statement and prior to the filing of a post-effective amendment to this registration statement that (1) indicates that all securities registered on this registration statement have been sold or (2) deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part of this registration statement from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this registration statement shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained in this registration statement or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this registration statement

modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

ITEM 4. DESCRIPTION OF SECURITIES.

The Deferred Compensation Obligations registered hereunder (the "Obligations") are our unsecured obligations to pay deferred compensation in the future in accordance with the terms of the Oil States International, Inc. Deferred Compensation Plan (the "Plan"), which is filed as Exhibit 4.3 to this Registration Statement, and the Oil States International, Inc. Deferred Compensation Plan Trust Agreement (the "Trust Agreement"), a form of

-2-

3

which consistent in all material respects to the Trust Agreement is filed as Exhibit 4.4 to this Registration Statement. Such exhibits set forth a description of the Obligations and are incorporated herein by reference in their entirety in response to this Item 4, pursuant to Rule 411(b)(3) under the Securities Act of 1933.

No participant under the Plan shall have any preferred claim to, or any beneficial ownership interest in, any assets which are subject to the trust established by the Trust Agreement (the "Trust"). All such assets are subject to the claims of our creditors until they are paid out of the Trust to the participants in accordance with the terms of the Plan. The Plan provides that the Obligations of our subsidiaries are separate and will be administered by separate sub-trusts for each subsidiary. The sub-trusts will be substantially similar to the Trust Agreement.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law ("DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 145 further provides that a corporation similarly may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

Section 145 also provides that to the extent a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Furthermore, Section 145 provides that nothing in the above-described provisions shall be deemed exclusive of any other rights to indemnification or advancement of expenses to which any person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Our Bylaws generally provide for the indemnification of any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that such person is or was a director or officer of our company or a constituent corporation absorbed in a consolidation or merger, or is or was serving at the request of our company or a constituent corporation absorbed in a consolidation or merger, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee

-3-

4

benefit plans, against expenses (including attorneys' fees), liability and loss actually and reasonably incurred or suffered by such person in connection with such proceeding, whether or not the indemnified liability arises or arose from any threatened, pending or completed proceeding by or in the right of our company, except to the extent that such indemnification is prohibited by applicable law. Our Bylaws also provide that such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled as a matter of law or under any bylaw, agreement, vote of stockholders or otherwise.

As permitted by Section 102(b)(7) of the DGCL, our Amended and Restated Certificate of Incorporation provides that directors of our company shall have no personal liability to our company or our stockholders for monetary damages for breach of fiduciary duty as a director, except (1) for any breach of the director's duty of loyalty to our company or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (3) under Section 174 of the DGCL (pertaining to certain prohibited acts including unlawful payment of dividends or unlawful purchase or redemption of the corporation's capital stock) or (4) for any transaction from which a director derived an improper personal benefit.

In addition, we have entered into indemnity agreements with our directors and executive officers containing provisions which are in some respects broader than the specific indemnification provisions contained in the DGCL. The U.S. and international purchase agreements that we have entered into in connection with our initial public offering also contain certain provisions for the indemnification against certain civil liabilities under the Securities Act of our directors and certain of our officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

Unless otherwise indicated below as being incorporated by reference to another document that we have filed with the Commission, each of the following exhibits is filed herewith:

- 4.1 Amended and Restated Certificate of Incorporation of Oil States International, Inc. (filed with the Commission as Exhibit 3.1 to our Form 10-K filed on March 30, 2001 and incorporated herein by reference)
- 4.2 Amended and Restated Bylaws of Oil States International, Inc. (filed with the Commission as Exhibit 3.2 to our Form 10-K)

filed on March 30, 2001 and incorporated herein by reference)

- 4.3 Oil States International, Inc. Deferred Compensation Plan
- 4.4 Form of Oil States International, Inc. Deferred Compensation Plan Trust Agreement
- 5.1 Opinion of Vinson & Elkins L.L.P.
- 23.1 Consent of Ernst & Young LLP
- 23.2 Consent of Arthur Andersen LLP (Dallas, Texas)
- 23.3 Consent of PricewaterhouseCoopers LLP (Edmonton, Alberta)
- 23.4 Consent of PricewaterhouseCoopers LLP (Calgary, Alberta)
- 23.5 Consent of Ernst & Young LLP
- 23.6 Consent of Vinson & Elkins L.L.P. (included in Exhibit 5.1)
- 24.1 Powers of Attorney (included on the signature page to this registration statement)

-4-

5

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(b) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement; and

(c) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however, that the undertakings set forth in paragraphs (1)(a) and (1)(b) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such

securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

-5-

6

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 12th day of June, 2001.

OIL STATES INTERNATIONAL, INC.

By: /s/ Douglas E. Swanson

Douglas E. Swanson
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Cindy B. Taylor and/or Douglas E. Swanson, each and individually, his true and lawful attorneys-in-fact and agents, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments or post-effective amendments to this registration statement on Form S-8, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and ratifying and confirming all that such attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the 12th day of June, 2001.

SIGNATURE

TITLE

/s/ Douglas E. Swanson

President, Chief Executive Officer and Director
(Principal Executive Officer)

Douglas E. Swanson

/s/ Cindy B. Taylor

Chief Financial Officer
(Principal Financial Officer)

Cindy B. Taylor

| | |
|--|---|
| ----- /s/ Robert W. Hampton ----- Robert W. Hampton | Vice President - Finance and Accounting (Principal Accounting Officer) |
| ----- /s/ L.E. Simmons ----- L.E. Simmons | Chairman of the Board |
| ----- /s/ Martin Lambert ----- Martin Lambert | Director |
| ----- /s/ Mark G. Papa ----- Mark G. Papa | Director |
| ----- /s/ Gary L. Rosenthal ----- Gary L. Rosenthal | Director |
| ----- /s/ Andrew L. Waite ----- Andrew L. Waite | Director |
| ----- /s/ Stephen A. Wells ----- Stephen A. Wells | Director |

7

INDEX TO EXHIBITS

| EXHIBIT NUMBER ----- | DESCRIPTION ----- |
|----------------------------|--|
| 4.1 | Amended and Restated Certificate of Incorporation of Oil States International, Inc. (filed with the Commission as Exhibit 3.1 to our Form 10-K filed on March 30, 2001 and incorporated herein by reference) |
| 4.2 | Amended and Restated Bylaws of Oil States International, Inc. (filed with the Commission as Exhibit 3.2 to our Form 10-K filed on March 30, 2001 and incorporated herein by reference) |
| 4.3 | Oil States International, Inc. Deferred Compensation Plan |
| 4.4 | Form of Oil States International, Inc. Deferred Compensation Plan Trust Agreement |
| 5.1 | Opinion of Vinson & Elkins L.L.P. |
| 23.1 | Consent of Ernst & Young LLP |
| 23.2 | Consent of Arthur Andersen LLP (Dallas, Texas) |
| 23.3 | Consent of PricewaterhouseCoopers LLP (Edmonton, Alberta) |
| 23.4 | Consent of PricewaterhouseCoopers LLP (Calgary, Alberta) |
| 23.5 | Consent of Ernst & Young LLP |
| 23.6 | Consent of Vinson & Elkins L.L.P. (included in Exhibit 5.1) |
| 24.1 | Powers of Attorney (included on the signature page to this registration statement) |

OIL STATES INTERNATIONAL, INC.
 DEFERRED COMPENSATION PLAN
 (FIRST AMENDMENT)

TABLE OF CONTENTS

| ARTICLE ----- | | PAGE ---- |
|------------------|---|--------------|
| I | - Definitions and Construction | I-1 |
| II | - Participation | II-1 |
| III | - Account Credits and Allocations of Income or Loss | II-1 |
| IV | - Deemed Investment of Funds | IV-1 |
| V | - Vested Interests | V-1 |
| VI | - In-Service Distributions | VI-1 |
| VII | - Termination Benefits | VII-1 |
| VIII | - Administration of the Plan | III-1 |
| IX | - Administration of Funds | IX-1 |
| X | - Nature of the Plan | X-1 |
| XI | - Miscellaneous | XI-1 |

(i)

OIL STATES INTERNATIONAL, INC.
 DEFERRED COMPENSATION PLAN

W I T N E S S E T H :

WHEREAS, OIL STATES INTERNATIONAL, INC. (the "Company") has adopted the OIL STATES INTERNATIONAL, INC. DEFERRED COMPENSATION PLAN, hereinafter referred to as the "PLAN," to provide its directors and certain of its employees with the ability to electively defer, on a before-tax basis, compensation until the termination of their employment relationship with the Company and its Subsidiaries; and

WHEREAS, the Plan provides that it may be amended by the Committee;

NOW, THEREFORE, the Committee hereby amends the Plan, as set forth herein, effective July 1, 2001.

I.

DEFINITIONS AND CONSTRUCTION

1.1 DEFINITIONS. Where the following words and phrases appear in the Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

- (1) ACCOUNT(s): A Member's Company Account and/or Deferral Account, including the amounts credited thereto.
- (2) ANNUAL RETAINER: The annual retainer payable in cash by the Company to a member of its Board.
- (3) BASE SALARY: The base rate of pay payable in cash by the Company to or for the benefit of a Member who is an employee of the Company for services rendered while a Member.
- (4) CODE: The Internal Revenue Code of 1986, as amended.
- (5) COMMITTEE: The administrative committee appointed by the Compensation Committee to administer the Plan.
- (6) COMMITTEE FEES: The cash fees payable to a Director for attending regular or special meetings of a committee of the Board of Directors of Oil States International, Inc.
- (7) COMPANY: Oil States International, Inc. and any Subsidiary which adopts the Plan pursuant to the provisions of Section 2.3.
- (8) COMPANY ACCOUNT: An individual account for each Member who is an employee to which is credited with the Company Deferrals made on his behalf pursuant to Section 3.2 and which is credited (or debited) for such account's allocation of net income (or net loss) as provided in Section 3.3.
- (9) COMPANY DEFERRALS: Deferrals made by the Company on a Member's behalf pursuant to Section 3.2.
- (10) COMPENSATION: A Member's Base Salary, Incentive Pay, Annual Retainer and/or Committee Fees, as applicable.
- (11) COMPENSATION COMMITTEE: The Compensation Committee of the Board of Directors of Oil States International, Inc.

- (12) DEFERRAL ACCOUNT: An individual account for each Member to which is credited his Compensation deferrals pursuant to Section 3.1 and which is credited (or debited) for such account's allocation of net income (or net loss) as provided in Section 3.3.
- (13) DIRECTOR: A member of the Board of Directors of Oil States International, Inc. who is not an employee of the Company or a Subsidiary.
- (14) ELECTION DATE: The first day of each Plan Year; provided, however, with respect to an individual who first becomes eligible to participate in the Plan after the beginning of a Plan Year, his Election Date shall be the 30th day following the date he is notified that he first became eligible or such shorter period as may be established by the Committee.
- (15) FUNDS: The investment funds designated from time to time for the deemed investment of Accounts pursuant to Article IV.
- (16) INCENTIVE PAY: Bonuses and other forms of incentive payments as determined from time to time by the Compensation Committee, that are payable in cash by the Company to or for the benefit of a Member for services rendered

while a Member.

- (17) MEMBER: Each individual who has become a Member pursuant to Article II.
- (18) PLAN: The Oil States International, Inc. Deferred Compensation Plan, as amended from time to time.
- (19) PLAN YEAR: The calendar year; however, the initial Plan Year shall be a short year beginning July 1, 2001.
- (20) RETIREMENT: A termination of employment with the Company and its Subsidiaries, other than due to death, after (i) reaching age 55 or (ii) completing 20 or more years of service; provided, however, with respect to a Member who is a Director, "Retirement" shall mean ceasing to be a member of the Board of Directors after reaching age 55, other than due to death.
- (21) SUBSIDIARY: Any corporation that is a "subsidiary corporation" of the Company within the meaning of section 424(f) of the Code and any other entity that would be such a "subsidiary corporation" if the entity were a corporation.
- (22) TRUST: The trust or agency relationship, if any, established under the Trust Agreement.
- (23) TRUST AGREEMENT: The trust or agency agreement, if any, entered into between the Company and the Trustee pursuant to Article X.

I-2

6

- (24) TRUST FUND: The funds and properties, if any, held pursuant to the provisions of the Trust Agreement, together with all income, profits and increments thereto.
- (25) TRUSTEE: The trustee(s) or agent(s), as the case may be, qualified and acting under the Trust Agreement at any time.
- (26) UNFORESEEABLE FINANCIAL EMERGENCY: An unexpected need of a Member for cash that (i) arises from a sudden and unexpected illness or accident of the Member or of a dependent of a Member, loss of the Member's property due to casualty, or similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of such Member and (ii) would result in severe financial hardship to such Member if his Compensation deferral election was not canceled pursuant to Section 3.1(c) and/or if a benefit payment pursuant to Section 6.1 was not permitted. Cash needs arising from foreseeable events, such as the purchase of a house or education expenses for children, shall not be considered to be the result of an Unforeseeable Financial Emergency. Further, cash needs which may be relieved (a) through reimbursement or compensation by insurance or otherwise, or (b) by liquidation of the Member's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (c) by cessation of deferrals under the Plan shall not be considered to be Unforeseeable Financial Emergencies.
- (27) VALUATION DATES: Each business day on which the principal securities markets are open. For purposes of effecting all Plan transactions, e.g., withdrawals, distributions and investment fund changes, the Valuation Date for any such transaction shall be the date on which the assets of the Trust Fund allocated to the affected Account are debited or credited, as the case may be. If there is no Trust Fund, the applicable Valuation Date shall be the date determined by the Committee.

1.2 NUMBER AND GENDER. Wherever appropriate herein, words used in the singular shall be considered to include the plural and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender.

1.3 HEADINGS. The headings of Articles and Sections herein are included solely for convenience, and if there is any conflict between such headings and the text of the Plan, the text shall control. The terms "Trust", "Trustee", and "Trust Agreement" shall not be controlling as to the status of a relationship or agreement being an agency or trust arrangement. Such terms are used herein for

descriptive convenience only.

I-3

7

II.

PARTICIPATION

2.1 PARTICIPATION. Prior to each Election Date, the Committee, in its sole discretion, shall select and notify those management or highly compensated employees of the Company who shall be eligible to become Members as of such Election Date. However, only employees who are members of a "select group of management or highly compensated employees," within the meaning of Section 201 of ERISA, shall be eligible to participate. Each Director shall automatically be eligible to become a Member and shall be so notified by the Committee prior to the Election Date. Each such eligible person may become a Member on such Election Date by executing and filing with the Committee, prior to such Election Date, the Compensation deferral election form prescribed by the Committee for the Plan. Subject to the above ERISA requirements and the provisions of Section 2.2, a Member shall remain eligible to defer Compensation hereunder and receive an allocation of Company Deferrals, if any, for each Plan Year following his initial year of participation in the Plan.

2.2 CESSATION OF ACTIVE PARTICIPATION. Notwithstanding any provision herein to the contrary, an individual who has become a Member of the Plan, other than a Director, shall cease to be entitled to defer Compensation hereunder or receive an allocation of Company Deferrals, if any, effective as of any date designated by the Committee. Any such Committee action shall be communicated to the affected individual prior to the effective date of such action. Such an individual may again become entitled to defer Compensation hereunder and receive an allocation of Company Deferrals, if any, beginning on any subsequent Election Date selected by the Committee in its sole discretion.

2.3 ADOPTING SUBSIDIARIES. It is contemplated that Subsidiaries of the Company may adopt this Plan. Any Subsidiary, whether or not presently existing, may become a party hereto by appropriate action of its officers and the approval of the Committee, but without the need for approval of its board of directors or of the Compensation Committee. The provisions of the Plan shall apply equally to each Company and its employees in the same manner as is expressly provided for Oil States International, Inc. and its employees, except that the power to appoint or otherwise affect the Committee and the Trustee and the power to amend or terminate the Plan or amend the Trust Agreement shall be exercised by the Compensation Committee or Committee alone. Transfer of employment among Companies and Subsidiaries shall not be considered a termination of employment hereunder. Any Company may, by appropriate action of its officers without the need for approval of its board of directors or the Committee or the Compensation Committee, terminate its participation in the Plan. Moreover, the Committee may, in its discretion, terminate a Company's (other than Oil States International's) Plan participation at any time.

II-1

8

III.

ACCOUNT CREDITS AND ALLOCATIONS OF INCOME OR LOSS

3.1 MEMBER DEFERRALS.

(a) For each Plan Year (or applicable part thereof) a Member may elect to defer any dollar amount (if an employee of the Company) or an integral percentage of from 1% to 100% of his (i) Base Salary, (ii) Incentive Pay, (iii) Annual Retainer and/or (iv) Committee Fees, as applicable, less any required withholding taxes and payroll deductions elected by the individual. Compensation for a Plan Year not so deferred by such election shall be received by such Member in cash. If approved by the Committee, a deferral election may

provide for different levels of deferrals to be made at different times during the year, or upon the occurrence of a specified date or event during the year, "stair-stepped" elections, and different elections for different forms of compensation. A Member's election to defer an amount of his Compensation pursuant to this Section shall be made by executing a Compensation deferral election form pursuant to which the Member authorizes the Company to reduce his Compensation in the elected amount and the Company, in consideration thereof, agrees to credit an equal amount to such Member's Deferral Account maintained under the Plan. Compensation deferrals made by a Member shall be credited to such Member's Deferral Account as of a date determined in accordance with procedures established from time to time by the Committee; provided, however, that such deferrals shall be credited to the Member's Deferral Account no later than 30 days after the date upon which the Compensation deferred would have been received by such Member in cash if he had not elected to defer such amount pursuant to this Section 3.1. The reduction in a Member's Compensation for a Plan Year pursuant to his Compensation deferral election shall be effected by Compensation reductions within such Plan Year (or with respect to Incentive Pay for a Plan Year, the date it is scheduled to be paid even if after the close of such Plan Year) following the effective date of such election.

(b) A Member's Compensation deferral election shall become effective as of the Election Date which is on or after the election is executed by the Member and filed with the Company. Except as provided below, a Member's Compensation deferral election shall remain in force and effect for the entire Plan Year to which such election relates.

(c) In the event that the Committee, upon written petition of a Member, determines in its sole discretion that such Member has suffered an Unforeseeable Financial Emergency or that such Member will, absent termination of such Member's Compensation deferral election then in effect, suffer an Unforeseeable Financial Emergency, then such Member's Compensation deferral then in effect, if any, shall be terminated with respect to future Compensation as soon as administratively practicable after such determination. A Member whose Compensation deferral election has been so terminated may again elect to defer a portion of his Compensation,

III-1

9

effective as of any subsequent Election Date that is at least twelve months after the effective date of such termination, by executing and delivering to the Company a new Compensation deferral election prior to such Election Date.

(d) [Prior to January 1, 2002 this paragraph (d) shall apply only to those Members who are eligible to participate in the Oil States Industries, Inc. Retirement Plan.] Notwithstanding anything in this Plan to the contrary, a Member who is an employee of the Employer must irrevocably elect, at the time of making a deferral under this Plan for a Plan Year, either (i) to have transferred to the Company's 401(k) plan from his deferrals for such Plan Year (but only from deferrals that the Member could have deferred directly to the 401(k) plan) an amount equal to the lesser of (a) the maximum amount that such Member could contribute to the 401(k) plan that Plan Year as a 401(k) Contribution, subject to the limitations of Sections 401(k), 401(m), 402(g) and 415 of the Internal Revenue Code and the terms of the 401(k) plan, less any 401(k) contributions already made to the 401(k) plan that Plan Year by the Member, or (b) the Member's deferrals under this Plan for that Plan Year (but in either case without earnings, gains or losses allocable thereto under this Plan) (the "401(k) Amount") or (ii) to have such 401(k) Amount returned to the Member in cash. Such transfer or return of the 401(k) Amount, as the case may be, shall be made within 2 1/2 months of the end of the Plan Year or, if earlier, the Member's termination of employment. If a Member fails to make the election required hereunder, he shall be deemed to have irrevocably elected to transfer the 401(k) Amount to the 401(k) plan. The Company shall be bound by a Member's election or deemed election.

3.2 COMPANY DEFERRALS.

(a) As of any date(s) selected by the Committee, the Company may credit a Member's Company Account with such amount, if any, as the Company shall determine in its sole discretion, including, without limitation, amounts intended to make the Member "whole" had the Member participated in the Company's 401(k) plan and determined without regard to any limitations on benefits under such 401(k) plan. Such credits may be made on behalf of some Members but not

others, and such credits may vary in amount among individual Members.

(b) Any Company matching contributions made under this Plan with respect to the 401(k) Amount shall automatically be transferred (but without earnings, gains or losses allocable thereto under this Plan) to the Company's 401(k) plan at the same time as the 401(k) Amount is transferred to such plan; provided, however, in no event shall the rate of such transferred Company matching contributions exceed the matching rate under the 401(k) plan and the transfer of matching amounts shall be subject to the terms of the 401(k) plan, including the limitations of Sections 401(m) and 415 of the Internal Revenue Code.

III-2

10

3.3 ALLOCATION OF NET INCOME OR LOSS AND CHANGES IN VALUE AMONG ACCOUNTS.

(a) As of each Valuation Date, the Committee shall cause to be determined the net income (or net loss) of each Fund for the period elapsed since the next preceding Valuation Date. The net income (or net loss) of each Fund since the next preceding Valuation Date shall be ascertained by the Committee or its designee in such manner as it deems appropriate, provided that such determination shall include any net increase or net decrease (whether or not realized) in the value of the assets of each such Fund since the next preceding Valuation Date, and may include expenses of administering the Fund, the Trust and the Plan.

(b) For purposes of allocations of net income (or net loss), each Member's Accounts (or subaccounts) shall be divided into subaccounts to reflect such Member's deemed investment designation in a particular Fund or Funds pursuant to Article IV. As of each Valuation Date, the net income (or net loss) of each Fund, separately and respectively, shall be allocated among the corresponding subaccounts of the Members who had such corresponding subaccounts on the next preceding Valuation Date, and each such corresponding subaccount shall be credited with (or debited for) that portion of such net income (or net loss) that the value of each such corresponding subaccount on such next preceding Valuation Date was of the value of all such corresponding subaccounts on such date; provided, however, that the value of such subaccounts as of the next preceding Valuation Date shall be reduced by the amount of any payments debited thereto in accordance with Section 7.4 since the next preceding Valuation Date.

(c) So long as there is any balance in any Account, such Account shall continue to receive allocations pursuant to this Section.

III-3

11

IV.

DEEMED INVESTMENT OF FUNDS

Each Member shall designate, in accordance with the procedures established from time to time by the Committee, the manner in which the amounts allocated to his Accounts shall be deemed to be invested from among the Funds made available from time to time for such purpose by the Committee. Such Member may designate one of such Funds for the deemed investment of all the amounts allocated to his Accounts or he may split the deemed investment of the amounts allocated to his Accounts between such Funds in such increments as the Committee may prescribe. If a Member fails to make a proper designation, then his Accounts shall be deemed to be invested in the Fund or Funds designated by the Committee from time to time in a uniform and nondiscriminatory manner.

A Member may change his deemed investment designation for future amounts to be allocated to his Accounts. Any such change shall be made in accordance with the procedures established by the Committee, and the frequency of such changes may be limited by the Committee.

A Member may elect to convert his deemed investment designation with respect to the amounts already allocated to his Accounts. Any such conversion shall be made in accordance with the procedures established by the Committee, and the frequency of such conversions may be limited by the Committee.

Notwithstanding anything herein to the contrary, (i) at any time the Committee may change the Funds made available for purposes of the Plan, including "freezing" and deleting current Funds and (ii) if a phantom Company stock fund is a Fund offered under the Plan, the Committee may impose such restrictions on investments with respect to such Fund as the Committee deems appropriate, including, without limitation, limitations on the frequency of transfers, withdrawals, distributions, and pre-approvals of transactions with respect to such Fund with the Company's securities compliance officer and in no event may the 401(k) Amount be invested in the Company stock fund.

IV-1

12

V.

VESTED INTERESTS

5.1 ACCOUNTS. A Member shall have a 100% vested (nonforfeitable) interest in his Accounts at all times.

V-1

13

VI.

IN-SERVICE DISTRIBUTIONS

6.1 EMERGENCY BENEFIT. In the event that the Committee, upon written petition of a Member, determines in its sole discretion that such Member has suffered an Unforeseeable Financial Emergency, such Member shall be entitled to a benefit in an amount not to exceed the lesser of (1) the amount determined by the Committee as necessary to meet such Member's needs created by the Unforeseeable Financial Emergency, or (2) the then value of such Member's Account(s). Such benefit shall be paid in a single lump sum, cash payment as soon as administratively practicable after the Committee has made its determinations with respect to the availability and amount of such benefit. If a Member's Account(s) are deemed to be invested in more than one Fund, such benefit shall be distributed pro rata from each Fund in which such Account(s) are deemed to be invested, but excluding the Company stock fund. No withdrawals shall be permitted from the Company stock fund.

6.2 RESTRICTION ON IN-SERVICE DISTRIBUTIONS. This Article VI shall not be applicable to a Member following his termination with the Company and its Subsidiaries, and the amounts credited to such Member's Accounts shall be payable to such Member in accordance with the provisions of Article VII.

VI-1

14

VII.

TERMINATION BENEFITS

7.1 AMOUNT OF BENEFIT. Upon a Member's termination with the Company and all of its Subsidiaries for any reason, or, with respect to a Member who is a Director, upon such Member ceasing to be a Director, the Member, or, in the event of the death of the Member, the Member's designated beneficiary, shall be entitled to a single lump sum payment equal in value to the Member's balance in his Accounts or, if eligible to receive his Accounts in installment payments

pursuant to Section 7.5.

7.2 TIME OF PAYMENT. Payment of a Member's benefit under Section 7.1 shall be made or begin as soon as administratively practicable after the Valuation Date coincident with or next succeeding the termination date of the Member. Notwithstanding the foregoing, no distribution shall be made from the Company stock fund to a Member who would be subject to liability under Section 16(b) of the Securities Exchange Act of 1934, as amended, with respect to such distribution until such time as the distribution would not result in such liability.

7.3 DESIGNATION OF BENEFICIARIES.

(a) Each Member shall have the right to designate the beneficiary or beneficiaries to receive payment of his benefit in the event of his death. Each such designation shall be made by executing the beneficiary designation form prescribed by the Committee and filing same with the Committee. Any such designation may be changed at any time by execution of a new designation in accordance with this Section.

(b) If no such designation is on file with the Committee at the time of the death of the Member or such designation is not effective for any reason as determined by the Committee, then the designated beneficiary or beneficiaries to receive such benefit shall be as follows:

(1) If a Member leaves a surviving spouse, his benefit shall be paid to such surviving spouse; and

(2) If a Member leaves no surviving spouse, his benefit shall be paid to such Member's executor or administrator, or to his heirs at law if there is no administration of such Member's estate.

7.4 PAYMENT OF BENEFITS. To the extent the Trust Fund has sufficient assets, the Trustee shall pay benefits to Members or their beneficiaries, except to the extent the Company pays the benefits directly and provides adequate evidence of such payment to the Trustee. To the extent the Trustee does not or cannot pay benefits out of the Trust Fund, the benefits shall be paid by the

VII-1

15

Company. Any benefit payments made to a Member or for his benefit pursuant to any provision of the Plan shall be debited to such Member's Accounts. All benefit payments shall be made in cash to the fullest extent practicable.

7.5 FORMS OF BENEFIT PAYMENTS.

(a) All benefits shall be paid in cash in one of the following forms as elected by the Member:

(i) a single lump sum payment; or

(ii) if his termination is due to his Retirement, in annual installment payments (e.g., 1/10, 1/9, etc. of the Account balance on the installment payment date) for a term certain not to exceed 10 years (as designated by the Member) beginning on the first of the month or as soon as reasonably practical following his Retirement and on each anniversary of such month. In the event of such Member's death prior to the end of the designated installment term, any unpaid balance shall be paid in a lump sum to his designated beneficiary. If the Member terminates prior to his Retirement, distribution automatically shall be in a lump sum.

(b) A Member may elect, on the form prescribed by the Committee, one of the above forms of payment. Such election must be made not later than one year prior to the date such Member terminates. An election shall apply to all of the Member's Accounts. In the event a Member fails to elect the form in which his benefit payments are to be made prior to such date, such benefits shall be paid to such Member in the form of a single lump sum.

(c) With the consent of the Committee, a Member may change his

elected form of benefit payment with respect to all of his Accounts, provided, that, no such change shall be effective if made within 12 months of the date such Member's employment terminates.

7.6 CASH-OUT OF BENEFIT. The Committee, in its sole discretion, may accelerate the payment of a terminated Member's Accounts at any time, notwithstanding the form of benefit payment elected by the Member.

7.7 UNCLAIMED BENEFITS. In the case of a benefit payable on behalf of a Member, if the Committee is unable to locate the Member or beneficiary to whom such benefit is payable, upon the Committee's determination thereof, such benefit shall be forfeited to the Company. Notwithstanding the foregoing, if subsequent to any such forfeiture the Member or beneficiary to whom such benefit is payable makes a valid claim for such benefit, such forfeited benefit shall be restored to the Plan by the Company.

VII-2

16

VIII.

ADMINISTRATION OF THE PLAN

8.1 APPOINTMENT OF COMMITTEE. The general administration of the Plan shall be vested in the Committee which shall be appointed by the Compensation Committee and shall consist of one or more persons. Any individual, whether or not an employee of the Company, is eligible to become a member of the Committee.

8.2 TERM, VACANCIES, RESIGNATION, AND REMOVAL. Each member of the Committee shall serve until he resigns, dies, or is removed by the Compensation Committee. At any time during his term of office, a member of the Committee may resign by giving written notice to the Compensation Committee and the Committee, such resignation to become effective upon the appointment of a substitute member or, if earlier, the lapse of thirty days after such notice is given as herein provided. At any time during his term of office, and for any reason, a member of the Committee may be removed by the Compensation Committee with or without cause, and the Compensation Committee may in its discretion fill any vacancy that may result therefrom. Any member of the Committee who is an employee of the Company shall automatically cease to be a member of the Committee as of the date he ceases to be employed by the Company or any Subsidiary.

8.3 SELF-INTEREST OF MEMBERS. No member of the Committee shall have any right to vote or decide upon any matter relating solely to himself under the Plan or to vote in any case in which his individual right to claim any benefit under the Plan is particularly involved. In any case in which a Committee member is so disqualified to act and the remaining members cannot agree, the Compensation Committee shall appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified.

8.4 COMMITTEE POWERS AND DUTIES. The Committee shall supervise the administration and enforcement of the Plan according to the terms and provisions hereof and shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, authority, and duty:

(a) To make rules, regulations, and bylaws for the administration of the Plan that are not inconsistent with the terms and provisions hereof, and to enforce the terms of the Plan and the rules and regulations promulgated thereunder by the Committee;

(b) To construe in its discretion all terms, provisions, conditions, and limitations of the Plan;

VIII-1

17

(c) To correct any defect or to supply any omission or to reconcile any inconsistency that may appear in the Plan in such manner and to such extent as it shall deem in its discretion expedient to

effectuate the purposes of the Plan;

(d) To employ and compensate such accountants, attorneys, investment advisors, and other agents, employees, and independent contractors as the Committee may deem necessary or advisable for the proper and efficient administration of the Plan;

(e) To determine in its discretion all questions relating to eligibility;

(f) To determine whether and when there has been a termination of a Member's employment with the Company and its Subsidiaries;

(g) To make a determination in its discretion as to the right of any person to a benefit under the Plan and to prescribe procedures to be followed by distributees in obtaining benefits hereunder;

(h) To receive and review reports from the Trustee as to the financial condition of the Trust Fund, including its receipts and disbursements; and

(i) To establish or designate Funds as investment options as provided in Article IV.

8.5 CLAIMS REVIEW. In any case in which a claim for Plan benefits of a Member or beneficiary is denied or modified, the Committee shall furnish written notice to the claimant within ninety days (or within 180 days if additional information requested by the Committee necessitates an extension of the ninety-day period), which notice shall:

(a) State the specific reason or reasons for the denial or modification;

(b) Provide specific reference to pertinent Plan provisions on which the denial or modification is based;

(c) Provide a description of any additional material or information necessary for the Member, his beneficiary, or representative to perfect the claim and an explanation of why such material or information is necessary; and

(d) Explain the Plan's claim review procedure as contained herein.

In the event a claim for Plan benefits is denied or modified, if the Member, his beneficiary, or a representative of such Member or beneficiary desires to have such denial or modification reviewed, he must, within sixty days following receipt of the notice of such denial or modification, submit a

VIII-2

18

written request for review by the Committee of its initial decision. In connection with such request, the Member, his beneficiary, or the representative of such Member or beneficiary may review any pertinent documents upon which such denial or modification was based and may submit issues and comments in writing. Within sixty days following such request for review the Committee shall, after providing a full and fair review, render its final decision in writing to the Member, his beneficiary or the representative of such Member or beneficiary stating specific reasons for such decision and making specific references to pertinent Plan provisions upon which the decision is based. If special circumstances require an extension of such sixty-day period, the Committee's decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. If an extension of time for review is required, written notice of the extension shall be furnished to the Member, beneficiary, or the representative of such Member or beneficiary prior to the commencement of the extension period.

8.6 COMPANY TO SUPPLY INFORMATION. The Company shall supply full and timely information to the Committee, including, but not limited to, information relating to each Member's Compensation, termination of employment and such other pertinent facts as the Committee may require. The Company shall advise the Trustee of such of the foregoing facts as are deemed necessary for the Trustee to carry out the Trustee's duties under the Plan and the Trust Agreement. When

making a determination in connection with the Plan, the Committee shall be entitled to rely upon the aforesaid information furnished by the Company.

8.7 BINDING ARBITRATION. If, after fully utilizing the claims review procedure set forth in Section 8.5 above, a controversy continues to exist with respect to a claim for Plan benefits of a Member or beneficiary, either the Member (or his beneficiary) or the Company shall submit the claim to arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will not have the power to add to or ignore any provisions of the Plan or applicable law. His decision shall not go beyond what is necessary for interpretation and application of the Plan. The arbitrator shall have the power to decide the claim upon motion of the parties, without necessity of an oral arbitration hearing, if either party submits a motion requesting a hearing on documents only.

8.8 INDEMNITY. To the extent permitted by applicable law, the Company shall indemnify and save harmless each member of the Committee and the Compensation Committee against any and all expenses, liabilities and claims (including legal fees incurred to defend against such liabilities and claims) arising out of their discharge in good faith of responsibilities under or incident to the Plan. Expenses and liabilities arising out of willful misconduct shall not be covered under this indemnity. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Company or provided by the Company under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, as such indemnities are permitted under applicable law.

VIII-3

19

IX.

ADMINISTRATION OF FUNDS

9.1 PAYMENT OF EXPENSES. All expenses incident to the administration of the Plan and Trust, including but not limited to, legal, accounting, Trustee fees, and expenses of the Committee, may be paid by the Company and, if not paid by the Company, shall be paid by the Trustee from the Trust Fund.

9.2 TRUST FUND PROPERTY. All income, profits, recoveries, contributions, forfeitures and any and all moneys, securities and properties of any kind at any time received or held by the Trustee shall be held for investment purposes as a commingled Trust Fund pursuant to the terms of the Trust Agreement. The Committee shall maintain one or more Accounts in the name of each Member, but the maintenance of an Account designated as the Account of a Member shall not mean that such Member shall have a greater or lesser interest than that due him by operation of the Plan and shall not be considered as segregating any funds or property from any other funds or property contained in the commingled fund. No Member shall have any title to any specific asset in the Trust Fund.

IX-1

20

X.

NATURE OF THE PLAN

The Plan is intended to constitute an unfunded, unsecured plan of deferred compensation for (i) the Directors and (ii) for a select group of management or highly compensated employees of the Company. Plan benefits herein provided are to be paid out of the Company's general assets. Nevertheless, subject to the terms hereof and of the Trust Agreement, the Company may, in the sole discretion of the Committee, transfer money or other property to the Trustee and the Trustee shall pay Plan benefits to Members and their

beneficiaries out of the Trust Fund.

The Company, in its sole discretion, may establish the Trust and enter into the Trust Agreement. In such event, the Company shall remain the owner of all assets in the Trust Fund and the assets shall be subject to the claims of Company creditors if the Company ever becomes insolvent. For purposes hereof, the Company shall be considered "insolvent" if (a) the Company is unable to pay its debts as they become due, or (b) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code (or any successor federal statute). The chief executive officer of the Company and its board of directors shall have the duty to inform the Trustee in writing if the Company becomes insolvent. Such notice given under the preceding sentence by any party shall satisfy all of the parties' duty to give notice. When so informed, the Trustee shall suspend payments to the Members and hold the assets for the benefit of the Company's general creditors. If the Trustee receives a written allegation that the Company is insolvent, the Trustee shall suspend payments to the Members and hold the Trust Fund for the benefit of the Company's general creditors, and shall determine within the period specified in the Trust Agreement whether the Company is insolvent. If the Trustee determines that the Company is not insolvent, the Trustee shall resume payments to the Members. No Member or beneficiary shall have any preferred claim to, or any beneficial ownership interest in, any assets of the Trust Fund.

X-1

21

XI.

MISCELLANEOUS

11.1 NOT CONTRACT OF EMPLOYMENT. The adoption and maintenance of the Plan shall not be deemed to be a contract between the Company and any person or to be consideration for the employment of any person. Nothing herein contained shall be deemed to give any person the right to be retained in the employ of the Company or to restrict the right of the Company to discharge any person at any time nor shall the Plan be deemed to give the Company the right to require any person to remain in the employ of the Company or to restrict any person's right to terminate his employment at any time.

11.2 ALIENATION OF INTEREST FORBIDDEN. The interest of a Member or his beneficiary or beneficiaries hereunder may not be sold, transferred, assigned, or encumbered in any manner, either voluntarily or involuntarily, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be null and void; neither shall the benefits hereunder be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person to whom such benefits or funds are payable, nor shall they be an asset in bankruptcy or subject to garnishment, attachment or other legal or equitable proceedings.

11.3 WITHHOLDING. All Compensation deferrals and payments provided for hereunder shall be subject to applicable tax withholding and other deductions as shall be required of the Company under any applicable law.

11.4 AMENDMENT AND TERMINATION. The Compensation Committee may from time to time, in its discretion, amend, in whole or in part, any or all of the provisions of the Plan; provided, however, that no amendment may be made that would materially impair the rights of a Member with respect to amounts already allocated to his Accounts. The Committee may also similarly amend the Plan provided that no such amendment may materially increase the obligations of the Company hereunder. The Compensation Committee may terminate the Plan at any time. In the event that the Plan is terminated, the balance in a Member's Accounts shall be paid to such Member or his designated beneficiary in a single lump sum, cash payment in full satisfaction of all of such Member's or beneficiary's benefits hereunder.

11.5 SEVERABILITY. If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof; instead, each provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

11.6 GOVERNING LAWS. ALL PROVISIONS OF THE PLAN SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS (WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES) EXCEPT TO THE EXTENT PREEMPTED BY APPLICABLE FEDERAL LAW.

EXECUTED June 13th, 2001, effective for all purposes as provided above.

OIL STATES INTERNATIONAL, INC.

By: /s/ Mat Moody

Name: Mat Moody

Title: Vice President - Human Resources

ADOPTING SUBSIDIARIES

1. Oil States Industries, Inc.
2. HWC Energy Services, Inc.
3. General Marine Leasing, Inc.
4. Sooner Inc.

[OIL STATES INTERNATIONAL, INC. LOGO]

OIL STATES INTERNATIONAL, INC. DEFERRED COMPENSATION PLAN

RABBI TRUST AGREEMENT

THIS AGREEMENT made this 1st day of July, 2001, by and between OIL STATES INTERNATIONAL, INC. ("Company") and BOSTON SAFE DEPOSIT AND TRUST COMPANY ("Trustee").

WHEREAS, the Company has adopted the nonqualified deferred compensation plan, the Oil States International, Inc. Deferred Compensation Plan (the "Plan") in the form annexed hereto;

WHEREAS, the Company has incurred or expects to incur liability under the terms of such Plan with respect to the individuals participating in such Plan (individually a "Participant" and collectively the "Participants");

WHEREAS, capitalized terms used herein, which are defined in the Plan, shall have the same meaning hereunder as they have in the Plan unless expressly provided hereunder to the contrary;

WHEREAS, the Company wishes to establish the Oil States International, Inc. Deferred Compensation Trust (the "Trust") and to contribute to the Trust the assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's insolvency, as herein defined, until paid to Participants and their beneficiaries in such manner and at such times as specified in the Plan;

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended;

WHEREAS, it is the intention of the Company to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

SECTION 1. ESTABLISHMENT OF TRUST.

- (a) The Company hereby establishes the Trust with the Trustee, consisting of such sums of money and other property acceptable to the Trustee as from time to time shall be paid and delivered to and accepted by the Trustee from the Company. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received and accepted by the Trustee. The Company shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan. All such money and other property paid or delivered to and accepted by the Trustee shall become the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.
- (b) The Trust shall be irrevocable; provided, without limitation, that it may be terminated as expressly provided herein.
- (c) The Trust is intended to be a grantor trust, of which the

Company is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and shall be construed accordingly.

-2-

3

- (d) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of the Participants and general creditors as herein set forth. The Participants and their beneficiaries shall have no preferred claim on, nor any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of the Participants and their beneficiaries against the Company. Any assets held by the Trust will be subject to the claims of the Company's general creditors under federal and state law in the event of insolvency, as defined in Section 3(a) herein.
- (e) The Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with the Trustee to augment the principal to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. Neither the Trustee nor any Participant or beneficiary shall have any right to compel such additional deposits. Upon a Change of Control, the Company shall, as soon as possible, but in no event longer than 45 days following the Change of Control, as defined herein, make an irrevocable contribution to the Trust in an amount that is sufficient to pay each Plan participant or beneficiary the benefits to which Plan participants or beneficiaries would be entitled pursuant to the terms of the Plan(s) (as certified to the Trustee by the Company) as of the date on which the Change of Control occurred.
- (f) The Company represents and warrants to the Trustee that the Plan covers, and will cover only a select group of management or highly compensated employees as contemplated by Section 401(a) of ERISA and interpretations, opinions, and rulings of the Department of Labor thereunder. The Company shall indemnify and hold harmless the Trustee, its parent, subsidiaries and affiliates and each of their respective officers, directors, employees and agents from and against all liability, loss and expense, including reasonable attorneys' fees and expenses suffered or incurred by any of the foregoing indemnities as a result of a breach of the foregoing representation and warranty. The provisions of this subsection shall survive termination of this Agreement.

SECTION 2. PAYMENTS TO PLAN PARTICIPANTS AND THEIR BENEFICIARIES.

- (a) The Company shall deliver to the Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to the Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the Participants and their

-3-

4

beneficiaries in accordance with such Payment Schedule. It is the intent of the Company and the Trustee that the Company shall be responsible for determining and effecting all federal, state and local tax aspects of the Plan and the Fund, including without limitation income taxes payable on the Fund's income, if any, any required withholding of income or

other payroll taxes in connection with the payment of benefits from the Fund pursuant to the Plan, and all reporting required in connection with any such taxes. To the extent that the Company is required by applicable law to pay or withhold such taxes or to file such reports, such obligation shall be a responsibility allocated to the Company, as the case may be, hereunder. To the extent the Trustee is required by applicable law to pay or withhold such taxes or to file such reports, the Company shall inform the Trustee of such obligation, shall direct the Trustee with respect to the performance of such obligations and shall provide the Trustee with all information required by the Trustee to meet such obligations.

- (b) The entitlement of a Participant or his or her beneficiaries to benefits under the Plan shall be determined by the Company or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan. The Company shall notify the Trustee of such determination and shall direct commencement of payments of such benefits.
- (c) The Company may make payment of benefits directly to the Participants or their beneficiaries as they become due under the terms of the Plan. The Company shall notify the Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to Participants or their beneficiaries. In addition, if the principal of the Trust, together with any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, the Company shall immediately make up the balance of each such payment as it falls due. The Trustee shall notify the Company when principal and earnings are not sufficient.

SECTION 3. TRUSTEE RESPONSIBILITY REGARDING PAYMENTS TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT.

- (a) The Trustee shall cease payment of benefits to the Participants and their beneficiaries if the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

-4-

5

- (b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.
 - (1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing of the Company's Insolvency. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to the Participants or their beneficiaries. In all cases, the Trustee shall be entitled to conclusively rely upon the written certification of the Board of Directors or the Chief Executive Officer of the Company when determining whether the Company is Insolvent.
 - (2) Unless the Trustee has actual knowledge of the Company's Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such

evidence concerning the Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's solvency.

(3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments to the Participants or their beneficiaries and shall hold the assets of the Trust for the benefit of the Company's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of the Participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plan or otherwise.

(4) The Trustee shall resume the payment of benefits to the Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Company is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Participants or their beneficiaries under the terms of the Plan as certified to the Trustee by the Company for the period of such discontinuance, less the

-5-

6

aggregate amount of any payments made to the Participants or their beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance.

SECTION 4. PAYMENTS TO COMPANY.

Except as provided in Section 3 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to the Participants and their beneficiaries pursuant to the terms of the Plan (as certified to the Trustee by the Company).

SECTION 5. INVESTMENT AUTHORITY.

(a) The Company shall direct the Trustee as to the investments that will be held in the Trust. The Trustee shall invest and reinvest the principal and income of the trust and keep the Trust invested, without distinction between principal and income. The Trustee shall have no duty to question any action or direction of the Company or any failure to give directions, or to make any suggestion to the Company as to the investment, reinvestment, disposition or distribution of, such assets.

The Trustee shall have no liability and shall be fully indemnified by the Company for any action taken, or for any failure to act, if such action, or failure to act, is at the direction of the Company (or results from the failure of the Company to provide direction) provided, however that the Company shall have no duty to indemnify the Trustee for any liability which in any way relates to any negligent act or omission, or misconduct of the Trustee in carrying out such a direction.

(b) Subject to the terms of this Trust Agreement and applicable law, the Trustee shall have the following powers in the administration of the Trust to be exercised upon the direction of the Company:

(1) To invest and reinvest the principal and income of

the Trust and keep it invested, without distinction between principal and income, in any security or property as it, in its sole discretion, deems advisable; provided, however that in no event shall the Trust be invested in real estate (for this purpose, real estate includes, but shall not be limited to, real property, leaseholds, mineral interests, and any form of asset which is secured by any of the foregoing);

- (2) To collect and receive any and all money and other property due the Trust and give full discharge therefor;

-6-

7

- (3) To purchase, enter, sell, hold, and generally deal in any manner in and with contracts for the immediate or future delivery of financial instruments of any issuer or of any other property; to grant, purchase, sell, exercise, permit to expire, permit to be held in escrow, or otherwise acquire, dispose of, hold and generally deal in any manner with and in all forms of options or any combination thereof.
 - (4) To settle, compromise or submit to arbitration any claims, debt or damages due or owing to or from the Trust; the Trustee may also commence or defend suits or legal proceedings to protect any interest of the Trust, and may represent the Trust in all suits or legal proceedings in any court or before any other body or tribunal.
 - (5) To take all action necessary to pay for authorized transactions, including the power to borrow or raise monies from any lender, including the Trustee, in its corporate capacity in conjunction with its duties under this Agreement and upon such terms and conditions as the Trustee may deem advisable to settle security purchases and/or foreign exchange or contracts for foreign exchange, and securing the repayments thereof by pledging all or any part of the Account.
 - (6) To deposit cash into interest bearing accounts in the banking department of the Trustee or an affiliated banking organization.
 - (7) To appoint custodians, sub-custodians or sub-trustees, domestic or foreign (including affiliates of the Trustee), as to part or all of the Trust. The Trustee shall not be responsible or liable for any losses or damages suffered by the Company arising as a result of the insolvency of any custodian, sub-custodian or sub-trustee, except to the extent the Trustee was negligent in its selection or continued retention of such agent.
 - (8) To hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository (including an affiliate of the Trustee), so long as the Trustee's records clearly indicate that the assets held are a part of the Trust. The Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization.
- (c) The Trustee may not invest in securities (including stock or

rights to acquire stock) or obligations issued by the Company until such time as it received written authorization from the Company. All rights associated with assets of the Trust shall be exercised by the Trustee or person designated by the Trustee,

-7-

8

and shall in no event be exercisable by or rest with Participants. The Company shall have the right at any time, and from time to time in its sole discretion to substitute assets of equal fair market value for any asset held by the Trust. If the Company either contributes or directs the Trustee to invest the Trust Fund in securities or other obligations of the Company, then the Trustee shall have no fiduciary or other liability for decisions to purchase or hold such investments. Also, the Company shall direct the Trustee as to the voting of any Company stock held in the Trust. The Company shall indemnify the Trustee for any liabilities that arise on account of such contributions or investments. This Section shall survive the termination of this Agreement.

- (d) The Trustee may generally do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Trust.

SECTION 6. CONTRACTUAL SETTLEMENT AND INCOME; MARKET PRACTICE SETTLEMENTS

- (a) In accordance with the Trustee's standard operating procedure, the Trustee shall credit the Trust with income and maturity proceeds on securities on contractual payment date net of any taxes or upon actual receipt. To the extent the Trustee credits income on contractual payment date, the Trustee may reverse such accounting entries to the contractual payment date if the Trustee reasonably believes that such amount will not be received.
- (b) In accordance with the Trustee's standard operating procedure, the Trustee will attend to the settlement of securities transactions on the basis of either contractual settlement date accounting or actual settlement date accounting. To the extent the Trustee settles certain securities transactions on the basis of contractual settlement date accounting, the Trustee may reverse to the contractual settlement date any entry relating to such contractual settlement if the Trustee reasonably believes that such amount will not be received.
- (c) Settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. The Company acknowledges that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash. In such circumstances, the Trustee shall have no responsibility for nonreceipt of payment (or late payment) or nondelivery of securities or other property (or late delivery) by the counterparty.

SECTION 7. DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

-8-

9

SECTION 8. ACCOUNTING BY TRUSTEE

The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the

Company and the Trustee. Within 90 days following the close of each calendar year and within 90 days after the removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions affected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be. If, within ninety (90) days after the Trustee mails to the Company a statement with respect to the Trust, the Company has not given the Trustee written notice of any exception or objection thereto, the statement shall be deemed to have been approved, and in such case, the Trustee shall not be liable for any matters in such statements.

SECTION 9. RESPONSIBILITY OF TRUSTEE.

- (a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by, and in conformity with, the terms of the Plan (as certified to the Trustee by the Company) or this Trust and is given in writing by the Company. In the event of a dispute between the Company and a third party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.
- (b) The Trustee is not a party to, and has no duties or responsibilities under, the Plan other than those that may be expressly contained in this Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control. The Trustee shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties. The Trustee shall not be liable for any act or omission of any other person in carrying out any responsibility imposed upon such person and under no circumstances shall the Trustee be liable for any indirect, consequential, or special damages with respect to its role as Trustee.
- (c) The Company agrees to indemnify and hold harmless the Trustee, its parent, subsidiaries and affiliates, and each of their respective officers, directors, employees and agents from and against all liability, loss and expense, including reasonable attorneys' fees and expenses incurred by the Trustee or any of the foregoing indemnities arising out of or in connection with this Agreement, except as a result of the Trustee's own negligence or willful misconduct. This indemnification shall survive the termination of this Agreement.
- (d) If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Company agrees to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.
- (e) The Trustee may consult with legal counsel (who may also be counsel for the Company generally) with respect to any of its

duties or obligations hereunder, and if prior notice is provided reasonably in advance to the Company the Trustee may as a part of its reimbursable expenses under this Agreement, pay counsel's reasonable compensation and expenses.

- (f) The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.
- (g) The Trustee shall have, without exclusion, all powers conferred on Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy.
- (h) Notwithstanding the provisions of Section 9(g) above, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust.
- (i) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.
- (j) Notwithstanding anything in this Agreement to the contrary contained herein,

-10-

11

the Trustee shall not be responsible or liable for its failure to perform under this Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents or custodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of this Agreement.

- (k) If the Company directs the Trustee to invest the Trust Fund in securities or other obligations of the Company, then the Trustee shall have no fiduciary or other liability for decisions to purchase or hold such investments. Also, the Company shall direct the Trustee as to the voting of any Company stock held in the Trust. The Company shall indemnify the Trustee for any liabilities that arise on account of such investments. This Section shall survive the termination of this Agreement.

SECTION 10. COMPENSATION AND EXPENSES OF TRUSTEE.

The Company shall pay all administrative and Trustee's fees and expenses. If not so paid, the fees and expenses shall be paid from the Trust. The Trustee shall be entitled to fees for services as mutually agreed. The Company acknowledges that as part of the Trustee's compensation, the Trustee may earn interest on balances including disbursement balances and balances arising from purchase and sale transactions. Such interest may be earned only when Trust assets are held

in a demand deposit account and only for such period as is reasonably necessary to complete a disbursement or to settle the purchase or sales transaction (or to reverse a transaction). To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Trust either (i) with respect to domestic assets, an amount equal to what would have been earned on the sums advanced (an amount approximating the "federal funds" interest rate) or (ii) with respect to non-domestic assets, the rate applicable to the appropriate foreign market.

SECTION 11. RESIGNATION AND REMOVAL OF TRUSTEE.

- (a) The Trustee may resign at any time by written notice to the Company, which shall be effective 60 days after receipt of such notice unless the Company and the Trustee agree otherwise.

-11-

12

- (b) The Trustee may be removed by the Company on 60 days notice or upon shorter notice accepted by the Trustee, except that after a Change of Control as defined herein, the Trustee may not be removed by the Company for one year.
- (c) Upon resignation or removal of the Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 180 days after receipt of the notice of resignation, removal or transfer, unless the Company extends the time limit.
- (d) If the Trustee resigns or is removed, then a successor shall be appointed in accordance with Section 12 hereof by the effective date of resignation or removal under paragraphs (a) or (b) of this section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.
- (e) Upon a Change of Control, as defined herein, Trustee may not be removed by Company for one year.

SECTION 12. APPOINTMENT OF SUCCESSOR.

- (a) If the Trustee resigns or is removed in accordance with Section 11(a) or 11(b) hereof the - Company shall appoint any third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon such resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Company or the successor Trustee to evidence the transfer.
- (b) The successor Trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor Trustee shall not be responsible for and the Company shall indemnify and defend the successor Trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor Trustee.

SECTION 13. AMENDMENT OR TERMINATION.

- (a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment

-12-

shall conflict with the terms of the Plan (as certified to the Trustee by the Company) or shall make the Trust revocable.

- (b) The Trust shall not terminate until the date on which the Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan (as certified to the Trustee by the Company). Upon termination of the Trust any assets remaining in the Trust shall be returned to the Company.
- (c) Upon written approval of the Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plan, the Company may terminate this Trust prior to the time all benefit payments under the Plan have been made. All assets in the Trust at termination shall be returned to the Company.

SECTION 14. MISCELLANEOUS.

- (a) Neither the Company nor the Trustee may assign this Agreement without the prior written consent of the other, except that the Trustee may assign its rights and delegate its duties hereunder to any corporation or entity which directly or indirectly is controlled by, or is under common control with, the Trustee. This Agreement shall be binding upon, and inure to the benefit of, the Company and the Trustee and their respective successors and permitted assigns. Any entity which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the trust business of the Trustee shall, upon such succession and without any appointment or other action by the Company, be and become successor trustee hereunder, upon notification to the Company.
- (b) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.
- (c) Benefits payable to Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.
- (d) Notwithstanding anything to the contrary contained elsewhere in this Trust Agreement, any reference to the Plan or Plan provisions which require knowledge or interpretation of the Plan shall impose a duty upon the Company to communicate such knowledge or interpretation to the Trustee. The Trustee shall have no obligation to know or interpret any portion of the Plan and shall in no way be liable for any proper action taken contrary to the Plan.
- (e) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereby expressly waive, to the full

-13-

extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

- (f) For purposes of this Trust, Change of Control shall mean: the purchase or other acquisition by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934 ("Act"), or any comparable successor provisions of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 30 percent or more of either the outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally, or the approval by the stockholders of the Company of a reorganization, merger, or consolidation, in each case, with respect to which

persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50 percent of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated Company's then outstanding securities, or a liquidation or dissolution of the Company or of the sale of all or substantially all of the Company's assets. The Company shall have the duty to inform the Trustee in writing upon the occurrence of a Change of Control. The Trustee shall be entitled to conclusively rely upon such written certification of the Company.

SECTION 15. RELIANCE ON REPRESENTATIONS.

- (a) The Company and the Trustee each acknowledge that the other will be relying, and shall be entitled to rely, on the representations, undertakings and acknowledgments of the other as set forth in this Agreement. The Company and the Trustee each agree to notify the other promptly if any of its representations, undertakings, or acknowledgments set forth in this Agreement ceases to be true.
- (b) The Company and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on their behalf has the requisite authority to bind the Company and the Trustee to this Agreement.

The effective date of this Trust Agreement shall be the 1st day of July, 2001.

-14-

15

IN WITNESS WHEREOF, THE COMPANY AND THE TRUSTEE HAVE EXECUTED THIS TRUST AGREEMENT EACH BY ACTION OF A DULY AUTHORIZED PERSON.

OIL STATES INTERNATIONAL, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BOSTON SAFE DEPOSIT AND TRUST COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2300
Houston, Texas 77002

June 13, 2001

Oil States International, Inc.
Three Allen Center
333 Clay Street, Suite 3460
Houston, Texas 77042

Ladies and Gentlemen:

We have acted as counsel for Oil States International, Inc., a Delaware corporation (the "Company"), with respect to certain legal matters in connection with the registration by the Company under the Securities Act of 1933, as amended (the "Securities Act"), of the offering and issuance of Deferred Compensation Obligations (the "Obligations") of the Company pursuant to the Oil States International, Inc. Deferred Compensation Plan (the "Plan"), which may include the purchase by the Plan of shares of common stock, par value \$.01 per share ("Common Stock"), of the Company.

In connection with the foregoing, we have examined or are familiar with the Amended and Restated Certificate of Incorporation of the Company, the Amended and Restated Bylaws of the Company, the Plan and the Registration Statement on Form S-8 to be filed in connection with the registration of the Obligations (the "Registration Statement"), and such other certificates, instruments and documents as we have considered necessary or appropriate for purposes of this opinion.

Based upon the foregoing, we are of the opinion that (a) the Plan has been duly and validly approved by the Company, (b) the Obligations have been duly and validly authorized by the Company, (c) the Obligations will be the binding obligations of the Company, except that enforceability of the Obligations may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally, and by general principles of equity, regardless of whether that enforceability is considered in a proceeding in equity or at law, and (d) up to 250,000 shares of Common Stock that may be acquired by the Plan have been duly authorized and, together with any additional shares of Common Stock that may be authorized by the Board of Directors of the Company, when such shares are issued in accordance with the provisions of the Plan, will be validly issued and fully paid and non-assessable.

The foregoing opinion is limited in all respects to the Constitution of the State of Delaware and the Delaware General Corporation Law, as interpreted by the courts of the State of Delaware and of the United States. For purposes of this opinion, we assume that the Shares will be issued in compliance with all applicable state securities or Blue Sky laws.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

Very truly yours,

/s/ Vinson & Elkins L.L.P.

VINSON & ELKINS L.L.P.

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-xxxx) pertaining to the Oil States International, Inc. Deferred Compensation Plan of our report dated March 19, 2001, with respect to the combined financial statements of Oil States International, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2000, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Ernst & Young LLP

Houston, Texas
June 13, 2001

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement on Form S-8 of our report dated July 31, 2000, included in the Oil States International, Inc. Form 10-K for the year ended December 31, 2000 and to all references to our Firm included in this registration statement.

/s/ ARTHUR ANDERSEN LLP

Dallas, Texas
June 13, 2001

June 13, 2001

CONSENT OF INDEPENDENT AUDITORS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Oil States International, Inc. of our report dated February 26, 2001 relating to the consolidated financial statements of PTI Group Inc. for the year ended December 31, 2000, that appears in the Annual Report of Oil States International, Inc. on Form 10-K.

/s/ PricewaterhouseCoopers LLP

Chartered Accountants
Edmonton, Alberta, Canada

June 13, 2001

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Oil States International, Inc. of our report dated January 29, 1999 relating to the consolidated financial statements of CE Franklin Ltd. for the year ended December 31, 1998 that appears in the Annual Report of Oil States International, Inc. on Form 10-K.

/s/ PricewaterhouseCoopers LLP

Chartered Accountants
Calgary, Alberta

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-xxxx) pertaining to the Oil States International, Inc. Deferred Compensation Plan of our reports dated August 14, 2000 and August 14, 1998, with respect to Sooner, Inc. and Sooner Pipe and Supply Corporation, respectively, included in Oil States International, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2000, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP
Ernst & Young LLP

Houston, Texas
June 13, 2001