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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 23, 2006

SUPERIOR ENERGY SERVICES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction)

0-20310
(Commission File Number)

75-2379388
(IRS Employer Identification No.)

1105 Peters Road, Harvey, Louisiana
(Address of principal executive offices)

70058
(Zip Code)

(504) 362-4321
(Registrant's telephone number, including area code)

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

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

TABLE OF CONTENTS

[Item 1.01. Entry into a Material Definitive Agreement](#)

[Item 8.01 Other Events](#)

[Item 9.01 Financial Statements and Exhibits](#)

[SIGNATURES](#)

[Index to Exhibits](#)

[Form of Performance Share Unit Award Agreement](#)

[Form of Stock Option Agreement](#)

[Form of Restricted Stock Agreement](#)

[Nominating and Corporate Governance Committee Charter adopted February 23, 2006](#)

Item 1.01. Entry into a Material Definitive Agreement.

Approval of 2006 Base Salary Increases

On February 23, 2006, the Compensation Committee of the Board of Directors of Superior Energy Services, Inc. (the "Company") approved increases to the base salaries of the Company's named executive officers (as that term is defined in Item 402(a)(3) of Regulation S-K), effective April 1, 2006. The base salaries of the named executive officers for 2006 are as follows: Terence E. Hall, *Chairman, Chief Executive Officer* (\$590,000), Kenneth Blanchard, *Chief Operating Officer, President* (\$370,000), Robert S. Taylor, *Chief Financial Officer, Executive Vice President, Treasurer* (\$300,000), Alan P. Bernard, *Executive Vice President* (\$225,000) and Gregory L. Miller, *Executive Vice President* (\$240,000).

Approval of 2006 Long-Term Incentive Awards

On February 23, 2006, the Compensation Committee granted long-term incentive awards to each of the Company's named executive officers and other key employees of the Company under its stockholder approved 2005 Stock Incentive Plan (the "Plan"). These awards consisted of performance share units ("Units"), non-qualified stock options and shares of restricted stock.

The performance period for the Units runs from January 1, 2006 through December 31, 2008. The two performance measures applicable to all participants are the Company's return on invested capital and total shareholder return relative to those of the Company's pre-defined "peer group." Participants can earn from \$0 to \$200 per Unit, as determined by the Company's achievement of the performance measures. The Units provide for settlement in cash or up to 50% in equivalent value in Company common stock, if the participant has met specified continued service requirements. The form of Performance Share Unit Award Agreement with respect to the 2006 grants under the Plan is attached as Exhibit 10.1 to this report.

The non-qualified stock options grant the optionee the right to purchase a stated number of shares of the Company's common stock at an exercise price of \$24.99 per share, which represents the fair market value of the Company's common stock on February 23, 2006. These options will be exercisable in equal annual installments on the anniversary date of the date of grant for three consecutive years, and will expire on the tenth anniversary of the date of grant. The form of Stock Option Agreement with respect to the 2006 grants under the Plan is attached as Exhibit 10.2 to this report.

Holders of the shares of restricted stock are entitled to all rights of a shareholder of the Company with respect to the restricted stock, including the right to vote the shares and receive all dividends and other distributions declared thereon. The shares restricted stock will be exercisable in equal annual installments on the anniversary date of the date of grant for three consecutive years. The form of Restricted Stock Agreement with respect to the 2006 grants under the Plan is attached as Exhibit 10.3 to this report.

Table of Contents

Awards of the Units, non-qualified stock options and shares of restricted stock to the Company's named executive officers were granted in the following amounts:

<u>Recipient</u>	<u>Performance Share Units</u>	<u>Non-Qualified Stock Options</u>	<u>Shares of Restricted Stock</u>
Terence E. Hall	7,875.00	75,400	15,756
Kenneth Blanchard	3,250.00	31,200	6,503
Robert S. Taylor	2,500.00	24,000	5,002
Gregory L. Miller	1,725.00	16,600	3,451
A. Patrick Bernard	1,575.00	15,000	3,151

Approval of 2006 Annual Incentive Compensation Targets

Also on February 23, 2006, the Compensation Committee approved the incentive compensation targets for its 2006 incentive bonus program. The parameters of the program provide for minimum, target and maximum cash bonus award levels, as a percentage of salary, based upon the achievement of 75%, 100% and 130% of an individual performance target.

Managers of the Company's business units are assigned a pre-tax target that either aligns with the corporate financial goals or the goals of their assigned business units. The bonus payout is weighted 100% on the corporate financial performance for those with corporate responsibilities. For those managers assigned to a particular business unit, it is weighted 80% on their business unit performance and 20% on the overall corporate performance.

Depending on the financial performance of the business unit (or the achievement of corporate financial goals) relative to their targets, the bonus payout levels are as follows:

<u>Target Level</u>	<u>Bonus (% of Salary)</u>
Minimum (75% of target)	25%
Target	50%
Maximum (130% of target)	100%

If the financial performance occurs at a level in between these factors, a sliding scale is used to estimate the appropriate payout factor, with adjustments for safety performance as discussed below.

Assuming a particular officer qualifies for a bonus payout, the payout can either be reduced by a maximum of 25% if pre-determined "base" metrics are not met for his particular business unit, or increased by a maximum 12.5% for achieving "stretch" targets. The three metrics that will be measured are safety, employee retention and return on invested capital.

The safety metric will be based on one overall target, called a "Total Recordable Incident Rate," and is designed to allow managers to focus equally on reducing and managing incidents regardless of recordability. The employee retention metric focuses on the return of investment of human capital (percentage of employees replaced due to terminating employment with the

Table of Contents

Company in a given period, over the approved number of positions for that period). The return on invested capital metric measures how effectively managers are deploying capital to achieve growth.

Depending on the business unit, 25% of the bonus will be subject to one, two or all three of the metrics described above. For example, a capital intensive business unit without considerable historical issues with safety or retention could use the entire 25% on the return of invested capital metric.

Under the terms of the Company's incentive bonus program, any bonus amounts determined under the formulas described above may be adjusted in order to ensure that they are appropriate in light of the performance factors relevant to the particular officer, including discretionary adjustments based on other non-financial performance related metrics. All bonuses are approved by the Compensation Committee upon the recommendation of Company management.

Item 8.01. Other Events.

On February 23, 2006, the Company's Board of Directors approved revisions to the charter for its Nominating and Corporate Governance Committee. The restated Nominating and Corporate Governance Committee Charter is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(c)	Exhibits.
10.1	Form of Performance Share Unit Award Agreement.
10.2	Form of Stock Option Agreement.
10.3	Form of Restricted Stock Agreement.
99.1	Nominating and Corporate Governance Committee Charter, adopted February 23, 2006.

SIGNATURES

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

SUPERIOR ENERGY SERVICES, INC.

By: /s/ Robert S. Taylor

Robert S. Taylor
Chief Financial Officer

Dated: March 1, 2006

[Table of Contents](#)

Index to Exhibits

10.1	Form of Performance Share Unit Award Agreement.
10.2	Form of Stock Option Agreement.
10.3	Form of Restricted Stock Agreement.
99.1	Nominating and Corporate Governance Committee Charter, adopted February 23, 2006.

PERFORMANCE SHARE UNIT AWARD AGREEMENT

This PERFORMANCE SHARE UNIT AWARD AGREEMENT (this “Agreement”) is dated and effective as of _____, 2006, by and between Superior Energy Services, Inc. (“Superior”) and _____ (the “Participant”).

WHEREAS, Superior has adopted its 2005 Stock Incentive Plan (the “Plan”), to attract, retain and motivate officers and key employees; and

WHEREAS, the Compensation Committee (the “Committee”) believes that entering into this Agreement with the Participant is consistent with the purpose for which the Plan was adopted.

NOW, THEREFORE, in consideration of the services rendered by the Participant, the mutual covenants hereinafter set forth and other good and valuable consideration, Superior and the Participant hereby agree as follows:

Section 1. The Plan. The Plan, a copy of which has been made available to the Participant, is incorporated by reference and made a part of this Agreement as if fully set forth herein. This Agreement uses a number of defined terms that are defined in the Plan or in the body of this Agreement. These defined terms are capitalized wherever they are used.

Section 2. Award.

(a) Superior hereby grants to the Participant an Other Stock Based Award consisting of ___ Performance Share Units (the “Units”), subject to the terms and conditions of this Agreement.

(b) Depending on the Company’s achievement of the performance goals specified in Section 2(c) during the period beginning January 1, 2006 and ending December 31, 2008 (the “Performance Period”), the Participant shall be entitled to a payment equal to the value of the Units determined pursuant to Section 2(d) if, except as otherwise provided in Section 3, he remains actively employed with the Company on January 2, 2009.

(c) The amount paid with respect to the Units shall be based upon the Company’s achievement of the following performance criteria as determined by the Committee: (i) return on invested capital relative to the return on invested capital of the Company’s “Peer Group” listed on Schedule A attached hereto (“Relative ROIC”); and (ii) the Company’s total shareholder return relative to the total shareholder return of the Company’s “Peer Group” listed on Schedule A attached hereto (“Relative TSR”) in accordance with the following matrix:

Relative ROIC

Performance Level Compared to Peer Group		Performance Percentage(%)
	Below 40 th Percentile	0%
Threshold	40 th Percentile	25%
Target	60 th Percentile	50%
Maximum	80 th Percentile or above	100%

Relative TSR

Performance Level Compared to Peer Group		Performance Percentage(%)
	Below 40 th Percentile	0%
Threshold	40 th Percentile	25%
Target	60 th Percentile	50%
Maximum	80 th Percentile or above	100%

The Committee shall adjust the performance criteria to recognize special or non-recurring situations or circumstances with respect to the Company or any other company in the peer group for any year during the Performance Period arising from the acquisition or disposition of assets, costs associated with exit or disposal activities or material impairments that are reported on a Form 8-K filed with the Securities and Exchange Commission.

(d) The amount payable to the Participant pursuant to this Agreement shall be an amount equal to the number of Units awarded to the Participant multiplied by the product of (i) \$100 and (ii) the sum of the Performance Percentages set forth above for the level of achievement of each of the performance criteria set forth in Section 2(c). By way of example, if the Company reached the 40th percentile in Relative ROIC and the 60th percentile in Relative TSR, the sum of the Performance Percentages would be 75% and the amount payable with respect to each Unit would be \$75. If Relative ROIC reached the 80th percentile but Relative TSR was below the 40th percentile, the sum of the Performance Percentages would be 100% and the amount payable with respect to each Unit would be \$100. Performance results between the threshold, target and maximum levels will be calculated on a pro rata basis. The maximum payout for each Unit is \$200.

(e) Except as provided in Section 3(b), payment of amounts due under the Units shall be made on March 31, 2009. Any amount paid in respect of the Units shall be payable in such combination of cash and Common Stock (with the Common Stock valued at its Fair Market Value) as determined by the Committee in its sole discretion; provided, however, that no more than fifty percent (50%) of the payment may be made in Common Stock. Prior to any payments under this Agreement, the Committee shall certify in writing, by resolution or otherwise, the amount to be paid in respect of the Units as a result of the achievement of Relative ROIC and Relative TSR. The Committee shall not increase the amount payable to the Participant to an amount that is higher than the amount payable under the formula described herein.

Section 3. Early Termination; Change of Control.

(a) In the event of the Participant's termination of employment prior to the end of the Performance Period due to (i) any reason other than voluntary termination by the Participant (other than as permitted under Section 3(a)(iv)) or cause as determined by the Committee in its sole discretion, (ii) death, (iii) permanent and total disability as determined by the Committee in its sole discretion, or (iv) Retirement (as hereinafter defined), the Participant shall forfeit as of the date of termination a number of Units determined by multiplying the number of Units by a fraction, the numerator of which is the number of full months following the date of termination, death, disability or retirement to the end of the Performance Period and the denominator of

which is thirty six (36). The Committee shall determine the number of Units forfeited and the amount to be paid to the Participant or his beneficiary in accordance with Section 2(e) based on the performance criteria for the entire Performance Period. As used herein, "Retirement" is defined as the voluntary termination of employment at or after age 55 with at least five years of service and the Participant not, at any time on or before March 31, 2009, accepting employment with, acquiring a 5% or more equity or participation interest in, serving as a consultant, advisor, director or agent of, directly or indirectly soliciting or recruiting any employee of the Company who was employed at any time during Participant's service with the Company, or otherwise assisting in any other capacity or manner any company or enterprise that is directly or indirectly in competition with or acting against the interests of the Company or any of its lines of business, except for any service or assistance that is provided at the request or with the written permission of Superior.

(b) In the event of a Change of Control, the Participant shall be deemed to have achieved the maximum level for Relative ROIC and Relative TSR in accordance with the terms of the Plan. Payment shall be made to the Participant as soon as administratively practical following the Change of Control, but in no event later than 2.5 months following the end of the year in the such Change of Control occurs.

Section 4. Miscellaneous.

(a) Participant understands and acknowledges that he is one of a limited number of employees of the Company who have been selected to receive grants of Units and that the grant is considered confidential information. Participant hereby covenants and agrees not to disclose the award of Units pursuant to this Agreement to any other person except (i) Participant's immediate family and legal or financial advisors who agree to maintain the confidentiality of this Agreement, (ii) as required in connection with the administration of this Agreement and the Plan as it relates to this award or under applicable law, and (iii) to the extent the terms of this Agreement have been publicly disclosed by the Company.

(b) The Company shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the award or payments in respect of any Units or the issuance of Common Stock. Alternatively, the Participant may irrevocably elect, in such manner and at such time or times prior to any applicable tax date, as may be permitted by the Committee, to have the Company withhold and reacquire Units or Common Stock to satisfy any withholding obligations of the Company. Any election to have Units or Common Stock so held back and reacquired shall be subject to the Committee's approval.

(c) The authority to manage and control the operation and administration of this Agreement shall be vested in the Committee, and the Committee shall have all powers with respect to this Agreement as it has with respect to the Plan. Any interpretation of this Agreement by the Committee and any decision made by it with respect to this Agreement shall be final and binding on all persons.

(d) Notwithstanding anything in this Agreement to the contrary, the terms of this Agreement shall be subject to the terms of the Plan, and this Agreement is subject to all

interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan.

(e) This Agreement shall be construed and interpreted to comply with Section 409A of the Internal Revenue Code of 1986, as amended. Superior reserves the right to amend this Agreement to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of the Units in light of Section 409A and any regulations or other guidance promulgated thereunder. Neither the Company nor the members of the Committee shall be liable for any determination or action taken or made with respect to this Agreement or the Units granted thereunder.

(f) Each notice relating to this Agreement shall be in writing and delivered in person or by mail to Superior at its office, 1105 Peters Road, Harvey, LA 70058, to the attention of the Secretary or at such other address as Superior may specify in writing to the Participant by a notice delivered in accordance with this Section 4(f). All notices to the Participant shall be delivered to the Participant's address specified below or at such other address as the Participant may specify in writing to the Secretary by a notice delivered in accordance with this Section 4(f).

(g) Neither this Agreement nor the rights of Participant hereunder shall be transferable by the Participant during his life other than by will or pursuant to applicable laws of descent and distribution. No rights or privileges of the Participant in connection herewith shall be transferred, assigned, pledged or hypothecated by Participant or by any other person in any way, whether by operation of law, or otherwise, and shall not be subject to execution, attachment, garnishment or similar process. In the event of any such occurrence, this Agreement shall automatically be terminated and shall thereafter be null and void.

(h) Nothing in this Agreement shall confer upon the Participant any right to continue in the employment of the Company, or to interfere in any way with the right of the Company to terminate the Participant's employment relationship with the Company at any time.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

(j) If any term or provision of this Agreement, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Participant and Superior intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(k) The Plan and this Agreement contain the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided herein or in the Plan or as it may be amended from time to time by a written document signed by each of the parties hereto. Any oral or written agreements, representations, warranties, written

inducements, or other communications with respect to the subject matter contained herein made prior to the execution of the Agreement shall be void and ineffective for all purposes.

(l) Superior's obligation under the Plan and this Agreement is an unsecured and unfunded promise to pay benefits that may be earned in the future. Superior shall have no obligation to set aside, earmark or invest any fund or money with which to pay its obligations under this Agreement. The Participant or any successor in interest shall be and remain a general creditor of Superior in the same manner as any other creditor having a general claim for matured and unpaid compensation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

SUPERIOR ENERGY SERVICES, INC.

By: _____
Name: _____
Title: _____

[Insert Name]
Participant

Address: _____

PEER GROUP COMPANIES

BJ Services Co.
Cal Dive International, Inc.
Helmerich & Payne
Oceaneering International
Oil States International, Inc.
Pride International, Inc.
RPC, Inc.
Seacor Holdings, Inc.
Smith International Inc.
Tetra Technologies, Inc.
Weatherford International Inc.
W-H Energy Services, Inc.

If any peer group company's Relative ROIC or Relative TSR shall cease to be publicly available (due to a business combination, receivership, bankruptcy or other event) or if any such company is no longer publicly held, the Committee shall exclude that company from the peer group and, in its sole discretion, substitute another comparable company.

STOCK OPTION AGREEMENT

THIS AGREEMENT is dated as of _____, 2006, by and between Superior Energy Services, Inc. ("Superior"), and _____("Optionee").

WHEREAS Optionee is a key employee of Superior or one of its subsidiaries (collectively, the "Company") and Superior considers it desirable and in its best interest that Optionee be given an inducement to acquire a proprietary interest in the Company and an added incentive to advance the interests of the Company by possessing an option to purchase shares of the common stock of Superior, \$.001 par value per share (the "Common Stock"), in accordance with the Superior Energy Services, Inc. 2005 Stock Incentive Plan (the "Plan").

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties as follows:

1.
GRANT OF OPTION

Superior hereby grants to Optionee effective February 23, 2006 (the "Date of Grant"), the right, privilege and option to purchase ___shares of Common Stock (the "Option") at an exercise price of \$___per share (the "Exercise Price"). The Option shall be exercisable at the time specified in Article II below. The Option is a non-qualified stock option and shall not be treated as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2.
TIME OF EXERCISE

2.1 Subject to the provisions of the Plan and the other provisions of this Agreement, the Option shall vest in equal annual installments on the anniversary date of the Date of Grant for three consecutive years. The Option shall expire and may not be exercised later than the tenth anniversary of the Date of Grant.

2.2 Upon the termination of Optionee's employment with the Company, any portion of the Option that has not yet become exercisable shall terminate immediately.

2.3 (a) Except as provided in Section 2.3(b), if Optionee's employment with the Company is terminated, other than as a result of death, disability, Cause or retirement on or after reaching age 55 with five years of service, the Option must be exercised, to the extent exercisable at the time of termination of employment, within 30 days of the date on which Optionee ceases to be an employee, but in no event later than the tenth anniversary of the Date of Grant.

(b) If there has been a Change of Control (as defined in the Plan) of Superior, (i) if the Option remains outstanding after the Change of Control, either as a right to purchase Common Stock or as a right to purchase that number and class of shares of stock or other securities or property (including without limitation, cash) to which the Optionee would have

been entitled if, immediately prior to the Change of Control, the Optionee had been the record owner of the number of shares of Common Stock then covered by the Option and (ii) if the Optionee's employment is terminated by the Company other than for Cause within a one-year period following the Change of Control, then the Option must be exercised within three years following the date of termination of employment, but in no event later than the tenth anniversary of the Date of Grant.

(c) "Cause" for termination of employment shall be deemed to exist upon either (i) a final determination is made in accordance with the terms of Optionee's employment agreement, if any, with the Company that the Optionee's employment has been terminated for "cause" within the meaning of the employment agreement or (ii), if the Optionee is not subject to an employment agreement: (A) failure to abide by the Company's rules and regulations governing the transaction of its business, including without limitation, its Code of Business Ethics and Conduct; (B) inattention to duties, or the commission of acts within employment with the Company amounting to negligence or misconduct; (C) misappropriation of funds or property of the Company or committing any fraud against the Company or against any other person or entity in the course of employment with the Company; (D) misappropriation of any corporate opportunity, or otherwise obtaining personal profit from any transaction which is adverse to the interests of the Company or to the benefits of which the Company is entitled; or (E) the commission of a felony or other crime involving moral turpitude.

2.4 If Optionee's employment by the Company is terminated for Cause, the Option shall terminate in full immediately, whether or not exercisable at the time of termination of employment.

2.5 If Optionee ceases to be an employee of the Company because of disability within the meaning of Section 22(e)(3) of the Code or retirement, as described in Section 2.3(a), the Option must be exercised, to the extent exercisable at the time of termination of employment, within one year from the date on which Optionee ceases to be an employee, but in no event later than the tenth anniversary of the Date of Grant.

2.6 In the event of Optionee's death, the Option must be exercised by his estate, or by the person to whom such right devolves from him by reason of his death, to the extent exercisable at the time of death, within one year from the date of death, but in no event later than the tenth anniversary of the Date of Grant.

3.

FORFEITURE OF OPTION AND OPTION GAIN

If at any time during Optionee's employment by the Company or within 36 months after termination of employment, Optionee engages in any activity in competition with any activity of the Company, or inimical, contrary or harmful to the interests of the Company, including but not limited to:

(a) conduct relating to Optionee's employment for which either criminal or civil penalties against Optionee may be sought;

(b) conduct or activity that results in termination of Optionee's employment for Cause;

(c) violation of Company policies, including, without limitation, the Company's Code of Business Ethics and Conduct;

(d) accepting employment with, acquiring a 5% or more equity or participation interest in, serving as a consultant, advisor, director or agent of, directly or indirectly soliciting or recruiting any employee of the Company who was employed at any time during Optionee's tenure with the Company, or otherwise assisting in any other capacity or manner any company or enterprise that is directly or indirectly in competition with or acting against the interests of the Company or any of its lines of business (a "competitor"), except for (i) any isolated, sporadic accommodation or assistance provided to a competitor, at its request, by Optionee during Optionee's tenure with the Company, but only if provided in the good faith and reasonable belief that such action would benefit the Company by promoting good business relations with the competitor and would not harm the Company's interests in any substantial manner or (ii) any other service or assistance that is provided at the request or with the written permission of the Company;

(e) disclosing or misusing any confidential information or material concerning the Company; or

(f) making any statement or disclosing any information to any customers, suppliers, lessors, lessees, licensors, licensees, regulators, employees or others with whom the Company engages in business that is defamatory or derogatory with respect to the business, operations, technology, management, or other employees of the Company, or taking any other action that could reasonably be expected to injure the Company in its business relationships with any of the foregoing parties or result in any other detrimental effect on the Company; then the Option shall terminate without any payment to Optionee effective the date on which Optionee engages in such activity, unless terminated sooner by operation of another term or condition of this Agreement or the Plan, and Optionee shall pay in cash to the Company, without interest, any option gain realized by Optionee from exercising all or a portion of the Option during the period beginning one year prior to termination of employment (or one year prior to the date Optionee first engages in such activity if no termination occurs) and ending on the date on which the Option terminates. For purposes hereof, "option gain" shall mean the difference between the closing market price of the Common Stock on the date of exercise minus the exercise price, multiplied by the number of shares purchased.

4.

METHOD OF EXERCISE OF OPTION

Optionee may exercise all or a portion of the Option by delivering to the Company a signed written notice of his intention to exercise the Option, specifying therein the number of shares to be purchased. Upon receiving such notice, and after the Company has received payment of the exercise price as provided in the Plan, the appropriate officer of the Company shall cause the transfer of title of the shares purchased to Optionee on the Company's stock records and cause to be issued to Optionee a stock certificate for the number of shares being

acquired. Optionee shall not have any rights as a stockholder until the stock certificate is issued to him.

5.

NO CONTRACT OF EMPLOYMENT INTENDED

Nothing in this Agreement shall confer upon Optionee any right to continue in the employ of the Company or any of its subsidiaries, or to interfere in any way with the right of the Company or any of its subsidiaries to terminate Optionee’s employment relationship with the Company at any time.

6.

BINDING EFFECT AND SUCCESSORS

6.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

6.2 If in connection with a Change of Control, the Option is assumed by a successor to the Company, then, as used herein, “Company” shall include any successor to the Company’s business and assets that assumes and agrees to perform this Agreement.

7.

NON-TRANSFERABILITY

The Option may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise, other than by will or by the laws of descent and distribution and shall not be subject to execution, attachment or similar process.

8.

INCONSISTENT PROVISIONS

The Option is subject to the provisions of the Plan as in effect on the date hereof and as it may be amended. In the event any provision of this Agreement conflicts with such a provision of the Plan, the Plan provision shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SUPERIOR ENERGY SERVICES, INC.

By: _____

Name:

Title:

Optionee

RESTRICTED STOCK AGREEMENT

This RESTRICTED STOCK AGREEMENT (this "Agreement") is entered into as of _____, 2006, by and between Superior Energy Services, Inc. ("Superior") and _____ ("Award Recipient").

WHEREAS, Superior maintains the 2005 Stock Incentive Plan (the "Plan"), under which the Compensation Committee of the Board of Directors of Superior (the "Committee") may, directly or indirectly, among other things, grant restricted shares of Superior's common stock, \$.001 par value per share (the "Common Stock"), to key employees of Superior or its subsidiaries (collectively, the "Company"); and

WHEREAS, pursuant to the Plan the Committee has awarded to the Award Recipient restricted shares of Common Stock on the terms and conditions specified below;

NOW, THEREFORE, the parties agree as follows:

1.
AWARD OF SHARES

Upon the terms and conditions of the Plan and this Agreement, Superior hereby awards to the Award Recipient _____ restricted shares of Common Stock (the "Restricted Stock"), that vest, subject to Sections 2, 3 and 4 hereof, in equal annual installments as follows:

Scheduled Vesting Date	Number of Shares of Restricted Stock
February 23, 2007	
February 23, 2008	
February 23, 2009	

2.
AWARD RESTRICTIONS ON RESTRICTED STOCK

2.1 In addition to the conditions and restrictions provided in the Plan, neither the shares of Restricted Stock nor the right to vote the Restricted Stock, to receive dividends thereon or to enjoy any other rights or interests thereunder or hereunder may be sold, assigned, donated, transferred, exchanged, pledged, hypothecated or otherwise encumbered prior to vesting. Subject to the restrictions on transfer provided in this Section 2.1, the Award Recipient shall be entitled to all rights of a shareholder of Superior with respect to the Restricted Stock, including the right to vote the shares and receive all dividends and other distributions declared thereon.

2.2 If the shares of Restricted Stock have not already vested in accordance with Section 1 above, the shares of Restricted Stock shall vest and all restrictions set forth in Section 2.1 shall lapse on the earlier of: (a) the date on which the employment of the Award Recipient terminates as a result of any of the events specified in Sections 3(a) or (b) below, (b) if

permitted by the Committee in accordance with Section 3 below, retirement or termination by the Company, or (c) the occurrence of a Change of Control (as defined in the Plan).

3.

TERMINATION OF EMPLOYMENT

If the Award Recipient's employment terminates as the result of (a) death or (b) permanent and total disability as determined by the Committee in its sole discretion, all unvested shares of Restricted Stock granted hereunder shall immediately vest. Unless the Committee determines otherwise in the case of retirement of the Award Recipient or termination by the Company of the Award Recipient's employment, termination of employment for any other reason, except termination upon a Change of Control (as defined in the Plan), shall automatically result in the termination and forfeiture of all unvested Restricted Stock.

4.

FORFEITURE OF AWARD

4.1 If at any time during Award Recipient's employment by the Company or within 36 months after termination of employment, Award Recipient engages in any activity in competition with any activity of the Company, or inimical, contrary or harmful to the interests of the Company, including but not limited to:

(a) conduct relating to Award Recipient's employment for which either criminal or civil penalties against Award Recipient may be sought;

(b) conduct or activity that results in the termination of Award Recipient's employment for "cause" within the meaning of the terms of Award Recipient's employment agreement, if any, with the Company or if the Optionee is not subject to an employment agreement: (i) failure to abide by the Company's rules and regulations governing the transaction of its business, including without limitation, its Code of Business Ethics and Conduct; (ii) inattention to duties, or the commission of acts within employment with the Company amounting to negligence or misconduct; (iii) misappropriation of funds or property of the Company or committing any fraud against the Company or against any other person or entity in the course of employment with the Company; (iv) misappropriation of any corporate opportunity, or otherwise obtaining personal profit from any transaction which is adverse to the interests of the Company or to the benefits of which the Company is entitled; or (v) the commission of a felony or other crime involving moral turpitude.

(c) accepting employment with, acquiring a 5% or more equity or participation interest in, serving as a consultant, advisor, director or agent of, directly or indirectly soliciting or recruiting any employee of the Company who was employed at any time during Award Recipient's tenure with the Company, or otherwise assisting in any other capacity or manner any company or enterprise that is directly or indirectly in competition with or acting against the interests of the Company or any of its lines of business (a "competitor"), except for (i) any isolated, sporadic accommodation or assistance provided to a competitor, at its request, by Award Recipient during Award

Recipient's tenure with the Company, but only if provided in the good faith and reasonable belief that such action would benefit the Company by promoting good business relations with the competitor and would not harm the Company's interests in any substantial manner or (ii) any other service or assistance that is provided at the request or with the written permission of the Company;

(d) disclosing or misusing any confidential information or material concerning the Company; or

(e) making any statement or disclosing any information to any customers, suppliers, lessors, lessees, licensors, licensees, regulators, employees or others with whom the Company engages in business that is defamatory or derogatory with respect to the business, operations, technology, management, or other employees of the Company, or taking any other action that could reasonably be expected to injure the Company in its business relationships with any of the foregoing parties or result in any other detrimental effect on the Company; then the award of Restricted Stock granted hereunder shall automatically terminate and be forfeited effective on the date on which the Award Recipient breaches this Section 4.1 and (i) all shares of Common Stock acquired by the Award Recipient pursuant to this Agreement (or other securities into which such shares have been converted or exchanged) shall be returned to the Company or, if no longer held by the Award Recipient, the Award Recipient shall pay to the Company, without interest, all cash, securities or other assets received by the Award Recipient upon the sale or transfer of such stock or securities, and (ii) all unvested shares of Restricted Stock shall be forfeited.

4.2 If the Award Recipient owes any amount to the Company under Section 4.1 above, the Award Recipient acknowledges that the Company may, to the fullest extent permitted by applicable law, deduct such amount from any amounts the Company owes the Award Recipient from time to time for any reason (including without limitation amounts owed to the Award Recipient as salary, wages, reimbursements or other compensation, fringe benefits, retirement benefits or vacation pay). Whether or not the Company elects to make any such set-off in whole or in part, if the Company does not recover by means of set-off the full amount the Award Recipient owes it, the Award Recipient hereby agrees to pay immediately the unpaid balance to the Company.

4.3 The Award Recipient may be released from the Award Recipient's obligations under Sections 4.1 and 4.2 above only if the Committee determines in its sole discretion that such action is in the best interests of the Company.

5.

STOCK CERTIFICATES

5.1 Any stock certificates evidencing the Restricted Stock shall be retained by Superior until the lapse of restrictions under the terms hereof. Superior shall place a legend, in the form specified in the Plan, on any stock certificates restricting the transferability of the shares of Restricted Stock.

5.2 If requested by the Award Recipient, upon the lapse of restrictions on shares of Restricted Stock, Superior shall cause a stock certificate without a restrictive legend to be issued with respect to the vested Restricted Stock in the name of the Award Recipient or his or her nominee within 10 days. Upon receipt of such stock certificate, the Award Recipient will be free to hold or dispose of the shares represented by such certificate, subject to the Company's insider trading policy and applicable securities laws.

6.
WITHHOLDING TAXES

At the time that all or any portion of the Restricted Stock vests, the Award Recipient must deliver to Superior the amount of income tax withholding required by law. In accordance with and subject to the terms of the Plan, the Award Recipient may satisfy the tax withholding obligation in whole or in part by delivering currently owned shares of Common Stock or by electing to have Superior withhold from the shares the Award Recipient otherwise would receive hereunder shares of Common Stock having a value equal to the minimum amount required to be withheld (as determined under the Plan).

7.
ADDITIONAL CONDITIONS

Anything in this Agreement to the contrary notwithstanding, if at any time Superior further determines, in its sole discretion, that the listing, registration or qualification (or any updating of any such document) of the shares of Common Stock issuable pursuant hereto is necessary on any securities exchange or under any federal or state securities or blue sky law, or that the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with the issuance of shares of Common Stock pursuant thereto, or the removal of any restrictions imposed on such shares, such shares of Common Stock shall not be issued, in whole or in part, or the restrictions thereon removed, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to Superior. Superior agrees to use commercially reasonable efforts to issue all shares of Common Stock issuable hereunder on the terms provided herein.

8.
NO CONTRACT OF EMPLOYMENT INTENDED

Nothing in this Agreement shall confer upon the Award Recipient any right to continue in the employment of the Company, or to interfere in any way with the right of the Company to terminate the Award Recipient's employment relationship with the Company at any time.

9.
BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives and successors. Without limiting the generality of the foregoing, whenever the term "Award Recipient" is used in any provision of this Agreement under circumstances where the provision appropriately applies to the heirs, executors, administrators or legal representatives to whom this award may be

transferred by will or by the laws of descent and distribution, the term "Award Recipient" shall be deemed to include such person or persons.

10.
INCONSISTENT PROVISIONS

The shares of Restricted Stock granted hereby are subject to the terms, conditions, restrictions and other provisions of the Plan as fully as if all such provisions were set forth in their entirety in this Agreement. If any provision of this Agreement conflicts with a provision of the Plan, the Plan provision shall control. The Award Recipient acknowledges that a copy of the Plan and a prospectus summarizing the Plan was distributed or made available to the Award Recipient and that the Award Recipient was advised to review such materials prior to entering into this Agreement. The Award Recipient waives the right to claim that the provisions of the Plan are not binding upon the Award Recipient and the Award Recipient's heirs, executors, administrators, legal representatives and successors.

11.
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

12.
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Award Recipient and Superior intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.
ENTIRE AGREEMENT; MODIFICATION

13.1 The Plan and this Agreement contain the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan, as it may be amended from time to time in the manner provided therein, or in this Agreement, as it may be amended from time to time by a written document signed by each of the parties hereto. Any oral or written agreements, representations, warranties, written inducements, or other communications with respect to the subject matter contained herein made prior to the execution of the Agreement shall be void and ineffective for all purposes.

13.2 By Award Recipient's signature below, Award Recipient represents that he or she is familiar with the terms and provisions of the Plan, and hereby accepts this Agreement subject

to all of the terms and provisions thereof. Award Recipient has reviewed the Plan and this Agreement in their entirety and fully understands all provisions of this Agreement. Award Recipient agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

SUPERIOR ENERGY SERVICES, INC.

By: _____

Name:

Title:

Award Recipient

SUPERIOR ENERGY SERVICES, INC.

NOMINATING AND CORPORATE GOVERNANCE COMMITTEE CHARTER

Organization; Member Qualification

The nominating and corporate governance committee will be appointed by the board of directors and will be composed of at least three directors. The members of the Committee will be appointed by the board of directors and may be removed by the board of directors at its discretion. The Committee's chairperson will be designated by the board of directors. All Committee members will at all times be independent under the standards required from time to time by the New York Stock Exchange.

Authority and Responsibility

The primary responsibility of the committee will be to assist the board of directors in identifying qualified individuals to become board members, in determining the composition and compensation of the board of directors and its committees, in monitoring a process to assess board effectiveness and in developing and implementing the Company's corporate governance guidelines.

In carrying out its duties, the committee will have the authority and responsibility to:

- lead the search for individuals qualified to serve as directors, and to recommend to the board of directors a slate of directors to be elected annually by the stockholders (subject to the rights of any third party under the terms of the Company's certificate of incorporation or any other agreement with the Company).
- review the committee structure of the board of directors and to recommend to the board for its approval directors to serve as members of each committee. The committee will review and recommend committee slates annually and will recommend additional committee members to fill any vacancies as needed.
- develop and recommend to the board of directors for its approval a set of corporate governance guidelines. The committee will review the guidelines on an annual basis or more frequently if appropriate, and recommend changes as necessary.
- develop and recommend to the board of directors for its approval an annual self-evaluation process for the board and its committees.
- review on an annual basis director compensation and benefits.

Advisors

The committee will have the authority, to the extent it deems necessary or appropriate, to retain any search firm to assist in identifying director candidates, and to retain outside counsel and

any other advisors that the committee may deem appropriate in its sole discretion. The committee will have sole authority to approve related fees and retention charges.

Reporting; Review

The committee will report its actions and recommendations to the board after each committee meeting and will conduct and present to the board an annual performance evaluation of the committee. The committee will review at least annually the adequacy of this charter and recommend any proposed changes to the board for approval.