

**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): May 14, 2021

Superior Energy Services, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34037
(Commission
File Number)

75-2379388
(I.R.S. Employer
Identification No.)

1001 Louisiana Street, Suite 2900
Houston, Texas 77002
(Address of principal executive offices) (Zip Code)

(713) 654-2200
(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 obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240-14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading symbol	Name of each exchange on which registered
NONE	NONE	NONE

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

Emerging growth company

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

Item 8.01. Other Events.

Superior Energy Services, Inc. (the “Company”) and stockholders holding a majority of the Company’s Class A common stock entered into an amendment to the Stockholders Agreement, dated as of February 2, 2021, by and among the Company and its stockholders (the “First Amendment to the Stockholders Agreement”), effective as of May 14, 2021, extending the deadline to provide its stockholders unaudited consolidated quarterly financial statements from 45 days after the conclusion of a quarter to 60 days after such quarter (or, if applicable, the first business day thereafter).

The Company and stockholders holding a majority of the Company’s Class A common stock entered into an amendment to the Stockholders Agreement, dated as of February 2, 2021, as amended by the First Amendment to the Stockholders Agreement, by and among the Company and its stockholders (the “Second Amendment to the Stockholders Agreement”), effective as of May 31, 2021, extending the deadline to provide its stockholders the unaudited consolidated quarterly financial statements for the quarter ended March 31, 2021 to no later than July 15, 2021.

Relationships regarding the Company and certain of its principal stockholders are more fully described in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 26, 2021, under the headings “Directors, Executive Officers and Corporate Governance – Board of Directors,” “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters – Principal Stockholders” and “Certain Relationships and Related Transactions, and Director Independence,” and is incorporated herein by reference.

The foregoing descriptions of the First Amendment to the Stockholders Agreement and the Second Amendment to the Stockholders Agreement are summaries only and are qualified in their entirety by reference to the First Amendment to the Stockholders Agreement and the Second Amendment to the Stockholders Agreement, copies of which are attached as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	First Amendment to the Stockholders Agreement by and among Superior Energy Services, Inc. and the stockholders party thereto
10.2	Second Amendment to the Stockholders Agreement by and among Superior Energy Services, Inc. and the stockholders party thereto
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Date: June 14, 2021

By: /s/ Blaine D. Edwards
Blaine D. Edwards
Vice President and General Counsel

**FIRST AMENDMENT TO STOCKHOLDERS AGREEMENT
OF
SUPERIOR ENERGY SERVICES, INC.**

THIS FIRST AMENDMENT TO STOCKHOLDERS AGREEMENT, dated as of May 14, 2021 (this “*Amendment*”), to that certain Stockholders Agreement, dated as of February 2, 2021 (the “*Stockholders Agreement*”), by and among Superior Energy Services, Inc., a Delaware corporation (the “*Company*”), and the Stockholders (as defined therein), is made by and among the Company and the Stockholders party hereto but binding and effective against all Stockholders in accordance with the terms of the Stockholders Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Stockholders Agreement.

RECITALS

WHEREAS, the Company and the Stockholders desire to amend the Stockholders Agreement;

WHEREAS, pursuant to Section 6.06 of the Stockholders Agreement, no amendment or modification of the Stockholders Agreement is valid unless executed in writing by the Company and the Stockholders (together with their Related Persons) holding at least a majority of the Aggregate Common Stock;

WHEREAS, the undersigned Stockholders constitute Stockholders (together with their Related Persons) holding at least a majority of the Aggregate Common Stock; and

WHEREAS, this Amendment does not adversely affect any Stockholder in a manner disproportionate to the manner in which it affects other Stockholders.

NOW, THEREFORE, the Stockholders Agreement is amended as hereinafter set forth:

1. AMENDMENT TO STOCKHOLDERS AGREEMENT.

(a) Section 5.01 shall be deleted in its entirety and amended as follows:

“Information Rights. (a) Subject to Section 5.01 (b), the Corporation will (i) provide to each Stockholder (A) audited consolidated annual financial statements no later than 120 days after the end of each calendar year and (B) unaudited consolidated quarterly financial statements no later than 60 days after the end of each quarterly period other than the last quarterly period of the calendar year, and (ii) hold a quarterly “earnings call” with all stockholders of the Corporation as promptly as reasonably practicable after the distribution of the financial statements for the applicable quarter, which shall include a reasonable opportunity for questions from the stockholders. Notwithstanding the foregoing, in the event the date that any financial statements required to be provided under this Section 5.01(a) falls on a day that is not a Business Day, the date such financial statements must be provided shall be automatically extended to the next Business Day.

(b) No Competitor shall be entitled to receive the information, or have any of the rights, described in Section 5.01(a).”

2. MISCELLANEOUS PROVISIONS.

(a) Ratification. Except as expressly modified or amended by this Amendment, all of the provisions of the Stockholders Agreement shall remain unmodified and in full force and effect.

(b) Entire Agreement. This Amendment, the Stockholders Agreement, the other Organizational Documents, the Plan of Reorganization and any other documents expressly referred to herein, in the Stockholders Agreement or in the Plan of Reorganization embody the complete agreement and understanding among the Parties and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

(c) Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Amendment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Amendment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) Governing Law. This Amendment and any claim, controversy or dispute arising under or related to this Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws rules of such state.

(e) Delivery by Electronic Transmission. This Amendment and any signed agreement or instrument entered into in connection with this Amendment or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of an electronic transmission, including by a facsimile machine or via email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party to any such agreement or instrument shall raise the use of electronic transmission by a facsimile machine or via email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

(f) Further Action. The Parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

COMPANY:

Superior Energy Services, Inc.

By: /s/ Michael Y. McGovern

Name: Michael Y. McGovern

Title: Chairman

GOLDENTREE STOCKHOLDERS:

[*redacted*]

MONARCH STOCKHOLDERS:

[*redacted*]

ASCRIBE STOCKHOLDERS:

[*redacted*]

[Signature Page to First Amendment to Stockholders Agreement]

**SECOND AMENDMENT TO STOCKHOLDERS AGREEMENT
OF
SUPERIOR ENERGY SERVICES, INC.**

THIS SECOND AMENDMENT TO STOCKHOLDERS AGREEMENT, dated as of May 31, 2021 (this “*Amendment*”), to that certain Stockholders Agreement, dated as of February 2, 2021 (as amended by the First Amendment thereto, the “*Stockholders Agreement*”), by and among Superior Energy Services, Inc., a Delaware corporation (the “*Company*”), and the Stockholders (as defined therein), is made by and among the Company and the Stockholders party hereto but binding and effective against all Stockholders in accordance with the terms of the Stockholders Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Stockholders Agreement.

RECITALS

WHEREAS, the Company and the Stockholders desire to amend the Stockholders Agreement;

WHEREAS, pursuant to Section 6.06 of the Stockholders Agreement, no amendment or modification of the Stockholders Agreement is valid unless executed in writing by the Company and the Stockholders (together with their Related Persons) holding at least a majority of the Aggregate Common Stock;

WHEREAS, the undersigned Stockholders constitute Stockholders (together with their Related Persons) holding at least a majority of the Aggregate Common Stock; and

WHEREAS, this Amendment does not adversely affect any Stockholder in a manner disproportionate to the manner in which it affects other Stockholders.

NOW, THEREFORE, the Stockholders Agreement is amended as hereinafter set forth:

1. AMENDMENT TO STOCKHOLDERS AGREEMENT.

Section 5.01 shall be amended by adding subsection (c) as follows:

(c) Notwithstanding anything to the contrary in Section 5.1 (a), the unaudited consolidated quarterly financial statements for the quarter ended March 31, 2021 (“Q1 10-Q”) shall be provided by the Company to each Stockholder no later than July 15, 2021, and the Company will hold a quarterly “earnings call” with all stockholders of the Corporation as promptly as reasonably practicable after the distribution of the Q1 10-Q.

2. MISCELLANEOUS PROVISIONS.

(a) Ratification. Except as expressly modified or amended by this Amendment, all of the provisions of the Stockholders Agreement shall remain unmodified and in full force and effect.

(b) Entire Agreement. This Amendment, the Stockholders Agreement, the other Organizational Documents, the Plan of Reorganization and any other documents expressly referred

to herein, in the Stockholders Agreement or in the Plan of Reorganization embody the complete agreement and understanding among the Parties and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

(c) Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Amendment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Amendment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) Governing Law. This Amendment and any claim, controversy or dispute arising under or related to this Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws rules of such state.

(e) Delivery by Electronic Transmission. This Amendment and any signed agreement or instrument entered into in connection with this Amendment or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of an electronic transmission, including by a facsimile machine or via email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party to any such agreement or instrument shall raise the use of electronic transmission by a facsimile machine or via email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

(f) Further Action. The Parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

COMPANY:

Superior Energy Services, Inc.

By: /s/ Michael Y. McGovern

Name: Michael Y. McGovern

Title: Chairman

GOLDENTREE STOCKHOLDERS:

[*redacted*]

MONARCH STOCKHOLDERS:

[*redacted*]

ASCRIBE STOCKHOLDERS:

[*redacted*]

[Signature Page to First Amendment to Stockholders Agreement]