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**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 3, 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))
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### **Item 1.01. Entry into a Material Definitive Agreement.**

On May 3, 2006, Superior Energy Services, Inc. (the “Company”) entered into that certain First Amendment (the “Amendment”) to Amended and Restated Credit Agreement, by and among the Company, as parent, SESI, L.L.C. (the “Borrower”), as borrower, JPMorgan Chase Bank, N.A., as agent, Wells Fargo Bank, N.A., as syndication agent, Whitney National Bank, as documentation agent, and the lenders party thereto.

The Amendment permits the Borrower to refinance certain of its existing senior unsecured indebtedness and incur additional senior unsecured indebtedness of up to an aggregate principal amount of \$300,000,000.

The description of the Amendment contained herein is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### **Item 9.01. Financial Statements and Exhibits.**

(c) Exhibits.

- 10.1 First Amendment to Amended and Restated Credit Agreement, dated as of May 3, 2006, among SESI, L.L.C., as Borrower, Superior Energy Services, Inc., as Parent, JPMorgan Chase Bank, N.A., as Agent, Wells Fargo Bank, N.A., as Syndication Agent, Whitney National Bank, as Documentation Agent, and the other Lenders party thereto.
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**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: May 8, 2006

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**Exhibit Index**

(c) Exhibits.

10.1 First Amendment to Amended and Restated Credit Agreement, dated as of May 3, 2006, among SESI, L.L.C., as Borrower, Superior Energy Services, Inc., as Parent, JPMorgan Chase Bank, N.A., as Agent, Wells Fargo Bank, N.A., as Syndication Agent, Whitney National Bank, as Documentation Agent, and the other Lenders party thereto.

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of May 3, 2006, is among SESI, L.L.C., as Borrower, SUPERIOR ENERGY SERVICES, INC., as Parent, JPMORGAN CHASE BANK, N.A., as Agent (the "Agent"), WELLS FARGO BANK, N.A., as Syndication Agent, WHITNEY NATIONAL BANK, as Documentation Agent, and the other Lenders party hereto, who agree as follows:

RECITALS

A. The Borrower, Agent and Lenders have heretofore executed an Amended and Restated Credit Agreement dated as of October 31, 2005 (as amended, the "Credit Agreement").

B. The Borrower has requested that the Lenders permit the Borrower to refinance certain existing senior unsecured Funded Indebtedness and to incur additional senior unsecured Funded Indebtedness of up to an aggregate principal amount of \$300,000,000.

C. The Agent and Lenders are willing to accept the Borrower's request on the terms and conditions set forth below.

D. Capitalized terms used herein, and not otherwise defined herein, shall have the meanings defined in the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings, the parties hereby agree as follows:

ARTICLE 1

AMENDMENTS TO THE CREDIT AGREEMENT

1.1 Sections 6.11 (Indebtedness) of the Credit Agreement is hereby amended to substitute the following Clause (vi) for the existing Clause (vi), to read as follows:

(vi) Obligations represented by the Borrower's senior notes due not sooner than December 31, 2013, with an interest rate not to exceed 9% per annum, up to the aggregate principal amount of \$300,000,000.

1.2 Except as specifically amended hereby, all of the remaining terms and conditions of the Credit Agreement remain in full force and effect.

1.3 This Amendment shall become effective upon the Borrower's refinancing of the Funded Indebtedness described in existing Section 6.11 (vi) of the Credit Agreement, provided such refinancing occurs not later than August 31, 2006. If such refinancing does not occur by August 31, 2006 (unless extended by the Lenders in writing), this Amendment shall become null and void.

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ARTICLE 2  
ACKNOWLEDGMENT OF COLLATERAL

2.1 Borrower hereby specifically reaffirms all of the Collateral Documents.

ARTICLE 3  
MISCELLANEOUS

3.1 This Amendment may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one in the same instrument. This Amendment shall be effective as of the date first written above upon execution by the Borrower, Parent and the Required Lenders.

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IN WITNESS WHEREOF, the Borrower, the Agent and the Lenders have executed this Agreement as of the date first above written.

BORROWER:

SESI, L.L.C.

By: Superior Energy Services, Inc.  
Member Manager

By: /s/ Robert S. Taylor  
Name: Robert S. Taylor  
Title: Chief Financial Officer

PARENT:

SUPERIOR ENERGY SERVICES, INC.

By: /s/ Robert S. Taylor  
Name: Robert S. Taylor  
Title: Chief Financial Officer

AGENT AND LENDER:

JPMORGAN CHASE BANK, N.A.

By: /s/ Steven D. Nance  
Name: Steven D. Nance  
Title: Senior Vice President

SYNDICATION AGENT AND LENDER:

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

DOCUMENTATION AGENT AND LENDER:

WHITNEY NATIONAL BANK

By: /s/ Hollie L. Ericksen  
Name: Hollie L. Ericksen  
Title: Vice President

LENDERS:

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Kay Snyder  
Name: Kay Snyder  
Title: Relationship Manager

BANK OF SCOTLAND

By: /s/ Karen Weich  
Name: Karen Weich  
Title: Assistant Vice President

NATEXIS BANQUES POPULAIRES

By: /s/ Louis P. Laville, III  
Name: Louis P. Laville, III  
Title: Vice President and Group Manager

By: /s/ Donovan C. Broussard  
Name: Donovan C. Broussard  
Title: Vice President and Group Manager

CAPITAL ONE, NATIONAL ASSOCIATION  
(formerly known as Hibernia National Bank)

By: /s/ John Castellano  
Name: S. John Castellano  
Title: Senior Vice President