

---

---

**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): July 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 1.01. Entry into a Material Definitive Agreement.**

On July 15, 2021, SESI, L.L.C. (“Borrower”), SESI Holdings, Inc. (“Former Parent”), and the subsidiary guarantors party thereto entered into a waiver to the Credit Agreement, dated as of February 2, 2021 (as amended, supplemented or waived by that certain First Amendment and Waiver to Credit Agreement, dated as of May 13, 2021, and that certain Waiver to Credit Agreement dated May 28, 2021, the “Credit Agreement”), by and among Borrower, Former Parent, the subsidiary guarantors, JPMorgan Chase Bank, N.A., as administrative agent and lender, and certain other financial institutions and other parties thereto as lenders (the “Waiver to Credit Agreement”) to (i) extend the deadline under the Credit Agreement for the delivery of Superior Energy Services, Inc.’s consolidated unaudited financial statements (A) as of and for the quarter ended March 31, 2021 to September 30, 2021 and (B) as of and for the quarter ended June 30, 2021 and the calendar months ending April 30, 2021, May 31, 2021, July 31, 2021 and August 31, 2021 to October 30, 2021, (ii) obtain a limited waiver of potential defaults under the Credit Agreement related to a delayed public filing of the quarterly report on Form 10-Q with respect to the fiscal quarter ended June 30, 2021 (including related financial statements) after the original deadline (and confirmation of such waiver as it pertains to the quarterly report on Form 10-Q with respect to the fiscal quarter ended March 31, 2021), and (iii) agree that until the quarterly unaudited financial statements and a revised borrowing base certificate in connection with each such quarter is delivered, the lenders will not be required to make any advances requested by Borrower. In addition, under Waiver to Credit Agreement the Borrower is required to (i) deliver drafts of such second quarter unaudited consolidated financial statements by August 16, 2021 and (ii) deliver drafts of such July 31, 2021 and August 31, 2021 monthly unaudited consolidated financial statements by August 30, 2021 and September 30, 2021, respectively.

The foregoing description of the Waiver to Credit Agreement is a summary only and is qualified in its entirety by reference to the Waiver to Credit Agreement, 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 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, as amended by that certain First Amendment to the Stockholders Agreement, effective May 14, 2021, as further amended by that certain Second Amendment to the Stockholders Agreement, effective May 31, 2021 (the “Third Amendment to the Stockholders Agreement”), effective as of July 14, 2021, extending the deadline to provide its stockholders the unaudited consolidated quarterly financial statements for the quarters ended March 31, 2021 and June 30, 2021 to no later than September 30, 2021 and October 31, 2021, respectively.

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 description of the Third Amendment to the Stockholders Agreement is a summary only and is qualified in its entirety by reference to the Third Amendment to the Stockholders Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

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

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	<a href="#"><u>Waiver to Credit Agreement by and among SESI, L.L.C., SESI Holdings, Inc., the subsidiary guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and lender, and certain other financial institutions and other parties thereto as lenders</u></a>
10.2	<a href="#"><u>Third Amendment to the Stockholders Agreement by and among Superior Energy Services, Inc. and the stockholders party thereto</u></a>
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: July 21, 2021

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

**WAIVER TO CREDIT AGREEMENT**

THIS **WAIVER TO CREDIT AGREEMENT** (this "Waiver") is entered into as of July 15, 2021 by SESI, L.L.C., a limited liability company duly formed and existing under the laws of the State of Delaware (the "Borrower"), SESI Holdings, Inc., a corporation duly formed and existing under the laws of the State of Delaware (the "Parent"), each of the undersigned Guarantors (together with the Borrower and Parent, the "Loan Parties"), each of the undersigned Lenders, each Issuing Lender and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders.

**RECITALS**

A. The Borrower, the Parent, the Administrative Agent, the Lenders and the Issuing Lenders are parties to that certain Credit Agreement, dated as of February 2, 2021 (as amended by that certain First Amendment and Waiver to Credit Agreement, dated as of May 13, 2021 (the "First Amendment") and waived by that certain Waiver to the Credit Agreement dated May 28, 2021 (the "May 2021 Wavier"), the "Credit Agreement"), pursuant to which the Lenders and Issuing Lenders have made certain credit available to and on behalf of the Borrower.

B. The Borrower has requested that the Lenders consent to (a) an extension until September 30, 2021 for the period specified in Section 6.1(a)(ii) to deliver (i) the consolidated unaudited balance sheets of Superior Topco and its consolidated subsidiaries and (ii) the consolidated profit and loss statements of Superior Topco and its consolidated subsidiaries, in each case, for the fiscal quarter ending March 31, 2021 and (b) an extension until October 31, 2021 for the period specified in Section 6.1(a)(ii) to deliver (i) the consolidated unaudited balance sheets of Superior Topco and its consolidated subsidiaries, and (ii) the consolidated profit and loss statements of Superior Topco and its consolidated subsidiaries, in each case, for the fiscal quarter ending June 30, 2021 and (c) an extension until October 31, 2021 for the period specified in Section 6.1(a)(iii) for (i) the consolidated unaudited balance sheets of Superior Topco and its consolidated subsidiaries, (ii) the consolidated profit and loss statements of Superior Topco and its consolidated subsidiaries and (iii) the cash flow statements of Superior Topco and its consolidated subsidiaries, in each case, for the calendar months ending April 30, 2021, May 31, 2021, July 31, 2021 and August 31, 2021 (collectively, the "Financials Extension Request"). Such financial statements referred to in clause (a)(i)-(ii) hereof are defined herein as the "Q1 Financial Statements", such financial statements referred to in clause (b)(i)-(ii) hereof are defined herein as the "Q2 Financial Statements" and such financial statements referred to in clause (c)(i)-(iii) hereof are defined herein as the "Monthly Financial Statements".

C. Under the First Amendment, and in connection with the May 2021 Waiver and this Waiver, the Borrower has notified the Lenders that Superior TopCo may be unable to deliver to the SEC its quarterly report on Form 10-Q for the fiscal quarter ending March 31, 2021 (the "Q1 10-Q"), within the time period required by the Securities Exchange Act of 1934 and the SEC (the "Q1 10-Q Deadline"). Accordingly, under the First Amendment (and reaffirmed in the May 2021 Waiver), the Administrative Agent and the Required Lenders agreed to waive compliance with Sections 4.2(a)(ii) and 6.7(a), in each case, solely to the extent arising from the failure of Superior TopCo to deliver the Q1 10-Q by the Q1 10-Q Deadline (the "Q1 10-Q Compliance Waiver"). The Borrower also notifies the Lenders that Superior TopCo may be unable to deliver to the SEC its quarterly report on Form 10-Q for the fiscal quarter ending June 30, 2021 (the "Q2 10-Q"), within the time period required by the Securities Exchange Act of 1934 and the SEC (the "Q2 10-Q Deadline").

D. The Borrower has further requested that the Required Lenders waive compliance with certain provisions of the Credit Agreement and reaffirm the 10-Q Compliance Waiver.

E. NOW, THEREFORE, to induce the Administrative Agent and the Lenders party hereto to enter into this Waiver and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Credit Agreement. Unless otherwise indicated, all article, exhibit, section and schedule references in this Waiver refer to articles, exhibits, sections and schedules of the Credit Agreement.

Section 2. Waiver; Reaffirmation; Updated Borrowing Base Certificate.

2.1. Subject to the occurrence of the Waiver Effective Date, the Borrower hereby requests, and the Administrative Agent and Lenders constituting at least the Required Lenders, hereby consent to the Financials Extension Request.

2.2. Subject to the occurrence of the Waiver Effective Date, the Borrower hereby requests, and the Administrative Agent and Lenders constituting at least the Required Lenders hereby reaffirm the Q1 10-Q Compliance Waiver.

2.3. Subject to the occurrence of the Waiver Effective Date, the Borrower hereby requests the waiver of, and Administrative Agent and Lenders constituting at least the Required Lenders hereby waive, compliance with Sections 4.2(a)(ii) and 6.7(a), in each case, solely to the extent arising from the failure of Superior TopCo to deliver the Q2 10-Q by the Q2 10-Q Deadline.

2.4. Concurrently with the delivery of each of the Q1 Financial Statements and Q2 Financial Statements, the Borrower shall deliver to the Administrative Agent an updated version of the most recently delivered Borrowing Base Certificate, including any changes necessary as a result of the applicable Q1 Financial Statements or Q2 Financial Statements (in each case, such updated certificate, an "Updated Borrowing Base Certificate"). It shall be an Event of Default if the Administrative Agent does not receive an Updated Borrowing Base prior to the date five (5) Business Days after the Administrative Agent receives the applicable Q1 Financial Statements or Q2 Financial Statements. Such date that the Borrower has delivered the (a) Q2 Financial Statements and (b) the Updated Borrowing Base Certificate in connection with the Q2 Financial Statements is herein defined as the "Waiver Documentation Delivery Date".

Section 3. Borrowing Condition. The Lenders shall not be required to make any Advance requested by the Borrower unless the Waiver Documentation Delivery Date has occurred.

Section 4. Draft Financials Covenant.

4.1. By August 16, 2021, the Borrower shall deliver to the Administrative Agent drafts of (a) the consolidated unaudited balance sheets of Superior Topco and its consolidated subsidiaries and (b) the consolidated profit and loss statements of Superior Topco and its consolidated subsidiaries, in each case, for the fiscal quarter ending June 30, 2021 (collectively, the "Draft Q2 Financial Statements"). It shall be an Event of Default if the Administrative Agent does not receive the Draft Q2 Financial Statements prior to August 23, 2021. For the avoidance of doubt it is understood that the Draft Q2 Financial Statements are drafts only and are subject to revision.

4.2. By August 30, 2021, the Borrower shall deliver to the Administrative Agent drafts of (a) the consolidated unaudited balance sheets of Superior Topco and its consolidated subsidiaries, (b)

the consolidated profit and loss statements of Superior Topco and its consolidated subsidiaries and (c) the cash flow statements of Superior Topco and its consolidated subsidiaries, in each case, for the calendar month ending July 31, 2021 (collectively, the “Draft July Financial Statements”). It shall be an Event of Default if the Administrative Agent does not receive the Draft July Financial Statements prior to September 7, 2021.

4.3. By September 30, 2021, the Borrower shall deliver to the Administrative Agent drafts of (a) the consolidated unaudited balance sheets of Superior Topco and its consolidated subsidiaries, (b) the consolidated profit and loss statements of Superior Topco and its consolidated subsidiaries and (c) the cash flow statements of Superior Topco and its consolidated subsidiaries, in each case, for the calendar month ending August 31, 2021 (collectively, the “Draft August Financial Statements”, and with the Draft Q2 Financial Statements and Draft July Financial Statements, the “Draft Financial Statements”). It shall be an Event of Default if the Administrative Agent does not receive the Draft August Financial Statements prior to October 7, 2021.

4.4. For the avoidance of doubt it is understood that the Draft Financial Statements are drafts only and are subject to revision.

Section 5. Conditions Precedent. This Waiver shall be deemed effective upon the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.11 of the Credit Agreement) (such date, the “Waiver Effective Date”):

5.1. Execution and Delivery. The Administrative Agent shall have received from the Loan Parties, each Issuing Lender and the Lenders constituting the Required Lenders, counterparts (in such number as may be requested by the Administrative Agent) of this Waiver signed on behalf of such Person.

5.2. Payment of Expenses. The Administrative Agent and the Lenders shall have received all amounts due and payable on or prior to the Waiver Effective Date, including, to the extent invoiced at least one (1) Business Day prior to the Waiver Effective Date, reimbursement or payment of all documented out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

5.3. No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing as of the date hereof, after giving effect to the terms of this Waiver.

The Administrative Agent is hereby authorized and directed to declare this Waiver to be effective when it has received documents confirming or certifying, to the satisfaction of the Administrative Agent, compliance with the conditions set forth in this Section 5 or the waiver of such conditions as permitted by Section 9.11 of the Credit Agreement. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

Section 6. Miscellaneous.

6.1. Confirmation. The provisions of the Credit Agreement, as waived by this Waiver, shall remain in full force and effect following the effectiveness of this Waiver.

6.2. Ratification and Affirmation; Representations and Warranties. Each Loan Party hereby (a) acknowledges the terms of this Waiver; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except

as expressly amended hereby, notwithstanding the amendments contained herein; and (c) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Waiver: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects, except to the extent any such representations and warranties are stated to relate solely to an earlier date, in which case, such representations and warranties shall have been true and correct in all material respects on and as of such earlier date (provided that such materiality qualifier shall not be applicable to any representation or warranty that is already qualified or modified by materiality in the Credit Agreement) and (ii) no Default or Event of Default has occurred and is continuing.

6.3. No Waiver; Loan Document. The execution, delivery and effectiveness of this Waiver shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. On and after the Waiver Effective Date, this Waiver shall for all purposes constitute a Loan Document.

6.4. Counterparts. This Waiver may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Waiver that is an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (an "Electronic Signature") transmitted by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Waiver. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Waiver shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart (in such number as may be reasonably requested by the Administrative Agent).

6.5. NO ORAL AGREEMENT. THIS WAIVER, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. AS OF THE DATE OF THIS WAIVER, THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

6.6. GOVERNING LAW. THIS WAIVER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS WAIVER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6.7. Release of Claims. The Borrower, each Guarantor and the Parent, in consideration of the Administrative Agent's and the undersigned Lenders' execution and delivery of this Waiver and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unconditionally, freely, voluntarily and, after consultation with counsel and becoming fully and adequately informed as to the relevant facts, circumstances and consequences, releases, waives and forever discharges (and further agrees not to allege, claim or pursue) any and all claims, rights, causes of action, counterclaims or defenses of any kind whatsoever, in contract, in tort, in law or in equity,



whether known or unknown, direct or derivative, which the Borrower, any Guarantor, the Parent or any predecessor, successor or assign might otherwise have or may have (each, a "Claim") against the Administrative Agent, the Lenders, their present or former subsidiaries and affiliates or any of the foregoing's officers, directors, employees, attorneys or other representatives or agents on account of any conduct, condition, act, omission, event, contract, liability, obligation, demand, covenant, promise, indebtedness, claim, right, cause of action, suit, damage, defense, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time prior to the date hereof relating to the Loan Documents, this Waiver and/or the transactions contemplated thereby or hereby, provided, the foregoing shall not apply to Claims in respect of the gross negligence, bad faith or willful misconduct of any of the foregoing Persons. The foregoing release shall survive the termination of this Waiver and the Loan Documents.

[SIGNATURES BEGIN NEXT PAGE]

**BORROWER:**

**SESI, L.L.C.**

By: /s/ James W. Spexarth  
Name: James W. Spexarth  
Title: Vice President and Treasurer

**PARENT:**

**SESI HOLDINGS, INC.**

By: /s/ James W. Spexarth  
Name: James W. Spexarth  
Title: Vice President, Interim Chief Financial Officer and Treasurer

**SUBSIDIARY GUARANTORS:**

**1105 PETERS ROAD, L.L.C.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, LLC  
H.B. RENTALS, L.C.  
INTERNATIONAL SNUBBING SERVICES, L.L.C.  
PUMPCO ENERGY SERVICES, INC.  
SPN WELL SERVICES, INC.  
STABIL DRILL SPECIALTIES, L.L.C.  
SUPERIOR ENERGY SERVICES, L.L.C  
SUPERIOR ENERGY SERVICES-NORTH AMERICA SERVICES,  
INC.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
WARRIOR ENERGY SERVICES CORPORATION WILD WELL  
CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.**

By: /s/ James W. Spexarth  
Name: James W. Spexarth  
Title: Vice President and Treasurer

Signature Page to Waiver to  
Credit Agreement

**ADMINISTRATIVE AGENT AND LENDER:**

**JPMORGAN CHASE BANK, N.A.**

By: /s/ Umar Hassan

Name: Umar Hassan

Title: Authorized Officer

Signature Page to Waiver to  
Credit Agreement

**LENDER:**

**BANK OF AMERICA, N.A.**

By: /s/ Alexandra Mills

Name: Alexandra Mills

Title: Vice President

Signature Page to Waiver to  
Credit Agreement

**LENDER:**

**CITIBANK, N.A.**

By: /s/ Brendan Mackay

Name: Brendan Mackay

Title: Vice President and Director

Signature Page to Waiver to  
Credit Agreement

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

THIS THIRD AMENDMENT TO STOCKHOLDERS AGREEMENT, dated as of July 14, 2021 (this “*Amendment*”), to that certain Stockholders Agreement, dated as of February 2, 2021 (as amended by the First Amendment and Second 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 deleting subsection (c) which states 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.

Section 5.01 shall be further amended by the inclusion of a new subsection (c) which states as follows:

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 by means of filing with the Securities and Exchange Commission (“SEC”) no later than September 30, 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. Additionally, the unaudited consolidated quarterly financial statements for the quarter ended June 30, 2021 (“Q2 10-Q”) shall be provided by the Company to each Stockholder by means of filing with the Securities and Exchange Commission (“SEC”) no later than October 31, 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 Q2 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 Second 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\*]

**MADISON AVENUE PARTNERS, LP:**

[\*redacted\*]

[Signature Page to Third Amendment to Stockholders Agreement]