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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): August 29, 2014**

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**SUPERIOR ENERGY SERVICES, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction)

**001-34037**  
(Commission File Number)

**75-2379388**  
(IRS Employer Identification No.)

**1001 Louisiana Street, Suite 2900**  
**Houston, Texas**  
(Address of principal executive offices)

**77002**  
(Zip Code)

**(713) 654-2200**  
(Registrant's telephone number, including area code)

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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 August 29, 2014, Superior Energy Services, Inc. (the "Company"), SESI, L.L.C., a wholly-owned subsidiary of the Company ("SESI"), and certain of its subsidiaries entered into two Supplemental Indentures with The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Supplemental Indentures were entered into pursuant to those certain Indentures by and among the Company, SESI, certain of the Company's other subsidiaries and the Trustee, dated as of (a) April 27, 2011 with respect to SESI's 6.375% Senior Notes due 2019 and (b) December 6, 2011 with respect to SESI's 7.125% Senior Notes due 2021.

The purpose of the Supplemental Indentures is to amend the respective Indentures to add six of the Company's subsidiaries as guarantors with respect to the notes issued thereunder. Copies of the Supplemental Indentures are attached hereto as Exhibits 4.1 and 4.2 and incorporated herein by reference. The foregoing description of the Supplemental Indentures is qualified in its entirety by reference to such exhibits.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

- 4.1 Supplemental Indenture, dated as of August 29, 2014, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.
- 4.2 Supplemental Indenture, dated as of August 29, 2014, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.



## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Supplemental Indenture, dated as of August 29, 2014, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.
4.2	Supplemental Indenture, dated as of August 29, 2014, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.

**SUPPLEMENTAL INDENTURE**

This Supplemental Indenture is entered into as of August 29, 2014 (this "Supplemental Indenture"), by and among Alliance Energy Service Co. LLC, a Colorado limited liability company, Big Mac Tank Trucks, LLC, a Delaware limited liability company, CES SWD Texas, Inc., a Texas corporation, NAS Fluids Division Management Co., a Delaware corporation, Northern Plains Trucking, L.L.C., a Colorado limited liability company, and Shale Tank Truck, L.L.C., a Texas limited liability company (the "New Guarantors"), all of which are subsidiaries of SESI, L.L.C., a Delaware limited liability company (the "Issuer"), the Issuer, Superior Energy Services, Inc., a Delaware corporation ("Superior Energy"), the guarantors named therein (the "Existing Guarantors") and The Bank of New York Mellon Trust Company, N.A., a national banking association (the "Trustee"), as Trustee, registrar, authentication agent and paying agent under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, Superior Energy, the Issuer, the Existing Guarantors and the Trustee have heretofore executed and delivered an Indenture dated as of April 27, 2011 (as supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of an aggregate principal amount of \$500.0 million of 6.375% Senior Notes due 2019 of the Issuer (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the New Guarantors shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

**ARTICLE I  
DEFINITIONS**

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

**ARTICLE II  
REPRESENTATIONS; AGREEMENT TO BE BOUND; GUARANTEE**

1. Representations. Each New Guarantor represents and warrants to the Trustee as follows:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) The execution, delivery and performance by it of this Supplemental Indenture have been authorized and approved by all necessary corporate or limited liability company action on its part.

2. Agreement to be Bound. Each New Guarantor hereby becomes a party to the Indenture as a Guarantor and as such shall have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture. Each New Guarantor agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the obligations and agreements of a Guarantor under the Indenture.

3. Guarantee. Each New Guarantor agrees, on a joint and several basis with all the Existing Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Obligations pursuant to Article 10 of the Indenture on a senior unsecured basis.

### **ARTICLE III MISCELLANEOUS**

1. Notices. All notices and other communications to the New Guarantors shall be given as provided in the Indenture to the New Guarantors, at their address set forth below, with a copy to the Issuer as provided in the Indenture for notices to the Issuer.

2. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

3. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Severability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

5. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto. The Issuer and Superior Energy hereby confirms to the Trustee that this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Accounting Tax Compliance Act ("FATCA") purposes. The Issuer and Superior Energy shall give the Trustee

prompt written notice of any material modification of the Notes deemed to occur for FATCA purposes. The Trustee shall assume that no material modification for FATCA purposes has occurred regarding the Notes, unless the Trustee receives written notice of such modification from the Issuer or Superior Energy.

6. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

7. Headings. The headings of the Articles and the sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

ALLIANCE ENERGY SERVICE CO. LLC  
BIG MAC TANK TRUCKS, LLC  
CES SWD TEXAS, INC.  
NAS FLUIDS DIVISION MANAGEMENT CO.  
NORTHERN PLAINS TRUCKING, L.L.C.  
SHALE TANK TRUCK, L.L.C.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Authorized Representative

Address: 1001 Louisiana Street, Suite 2900  
Houston, Texas 77002

SESI, L.L.C.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Executive Vice President, Treasurer  
and Chief Financial Officer

SUPERIOR ENERGY SERVICES, INC.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Executive Vice President, Treasurer  
and Chief Financial Officer

[Signature page to 6.375% Senior Notes  
due 2019 Supplemental Indenture]



1105 PETERS ROAD, L.L.C.  
ADVANCED OILWELL SERVICES, INC.  
A&W WATER SERVICE, INC.  
BTI SERVICES, INC.  
CONCENTRIC PIPE AND TOOL RENTALS, L.L.C.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, LLC  
FASTORQ, L.L.C.  
HAMM & PHILLIPS SERVICE COMPANY, INC.  
H.B. RENTALS, L.C.  
INTEGRATED PRODUCTION SERVICES, INC.  
INTERNATIONAL SNUBBING SERVICES, L.L.C.  
LEED TOOL CORPORATION  
MONUMENT WELL SERVICE CO.  
PRODUCTION MANAGEMENT INDUSTRIES, L.L.C.  
PUMPCO ENERGY SERVICES, INC.  
SEMO, L.L.C.  
SEMSE, L.L.C.  
STABIL DRILL SPECIALTIES, L.L.C.  
STRIDE WELL SERVICE COMPANY, INC.  
SUB-SURFACE TOOLS, L.L.C.  
SUPERIOR HOLDING, INC.  
SUPERIOR ENERGY SERVICES, L.L.C.  
SUPERIOR ENERGY SERVICES COLOMBIA, L.L.C.  
SUPERIOR ENERGY SERVICES-NORTH AMERICA  
SERVICES, INC.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
TEXAS CES, INC.  
TURNER ENERGY SERVICES, LLC  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Authorized Representative

[Signature page to 6.375% Senior Notes  
due 2019 Supplemental Indenture]

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

By: /s/ Julie Hoffman-Ramos

Name: Julie Hoffman-Ramos

Title: Vice President

[Signature page to 6.375% Senior Notes  
due 2019 Supplemental Indenture]

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W I T N E S S E T H:

WHEREAS, Superior Energy, the Issuer, the Existing Guarantors and the Trustee have heretofore executed and delivered an Indenture dated as of December 6, 2011 (as supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of an aggregate principal amount of \$800.0 million of 7.125% Senior Notes due 2021 of the Issuer (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the New Guarantors shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

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(b) The execution, delivery and performance by it of this Supplemental Indenture have been authorized and approved by all necessary corporate or limited liability company action on its part.

2. Agreement to be Bound. Each New Guarantor hereby becomes a party to the Indenture as a Guarantor and as such shall have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture. Each New Guarantor agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the obligations and agreements of a Guarantor under the Indenture.

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NAS FLUIDS DIVISION MANAGEMENT CO.  
NORTHERN PLAINS TRUCKING, L.L.C.  
SHALE TANK TRUCK, L.L.C.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Authorized Representative

Address: 1001 Louisiana Street, Suite 2900  
Houston, Texas 77002

SESI, L.L.C.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Executive Vice President, Treasurer  
and Chief Financial Officer

SUPERIOR ENERGY SERVICES, INC.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Executive Vice President, Treasurer  
and Chief Financial Officer

[Signature page to 7.125% Senior Notes  
due 2021 Supplemental Indenture]

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TEXAS CES, INC  
TURNER ENERGY SERVICES, LLC  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.

By: /s/ Robert S. Taylor

Name: Robert S. Taylor

Title: Authorized Representative

[Signature page to 7.125% Senior Notes  
due 2021 Supplemental Indenture]

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

By: /s/ Julie Hoffman-Ramos

Name: Julie Hoffman-Ramos

Title: Vice President

[Signature page to 7.125% Senior Notes  
due 2021 Supplemental Indenture]