

SUPERIOR ENERGY SERVICES INC

Form 8-K

July 06, 2007

**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 1, 2007

**SUPERIOR ENERGY SERVICES, INC.**

(Exact name of registrant as specified in its charter)

|   |  |   |
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| Delaware<br>(State or other jurisdiction)                                       | 0-20310<br>(Commission File Number)                                    | 75-2379388<br>(IRS Employer Identification No.) |
| 1105 Peters Road, Harvey, Louisiana<br>(Address of principal executive offices) | (504) 362-4321<br>(Registrant's telephone number, including area code) | 70058<br>(Zip 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 July 1, 2007, Superior Energy Services, Inc., a Delaware corporation (the Company), and SESI, L.L.C., a Delaware limited liability company and wholly-owned subsidiary of the Company (SESI), entered into a First Amended and Restated Credit Agreement (the Credit Agreement) with JPMorgan Chase Bank, N.A., as administrative agent, and the lenders named therein. The following description of the Credit Agreement is a summary only and is qualified by the full text of the Credit Agreement which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

The Credit Agreement amends and restates that certain Amended and Restated Credit Agreement dated December 6, 2006 among the Company, SESI, JPMorgan Chase Bank, N.A. and the lenders party thereto, which provided for a \$250 million revolving credit facility and a term loan in the aggregate principal amount of \$200 million. The term loan was not required to finance the Company's acquisition of Warrior Energy Services Corporation and, as a result, the Credit Agreement provides solely for a \$250 million senior secured revolving credit facility.

The proceeds of the credit facility may be used for capital expenditures, certain acquisitions as set forth in the Credit Agreement and general corporate purposes. Indebtedness under the Credit Agreement is secured by (a) the assets of SESI and certain of its domestic subsidiaries (b) certain outstanding shares of stock or partnership or membership interests of SESI and certain of its subsidiaries, (c) the Company's entire membership interest of SESI, (d) joint and several guaranties by certain of SESI's domestic subsidiaries and (e) a joint and several guaranty by the Company.

Borrowings will bear interest at a fluctuating rate per annum equal to (a) the higher of the prime rate or the federal funds effective rate plus 0.5% plus (b) an applicable margin ranging from 0.0% to 1.0%. All outstanding revolving loans, and accrued and unpaid interest, will be due and payable on June 14, 2011, the maturity date of the credit facility.

The Credit Agreement contains certain affirmative and negative covenants, including, among others, covenants regarding financial reporting, use of proceeds, notice requirements, taxes, insurance policies, compliance with laws, maintenance of properties, restrictions on certain payments, limitations on incurring indebtedness, mergers, acquisitions, certain sales of assets, granting liens, transactions with affiliates, incurring liabilities and investments. The Credit Agreement also contains certain financial covenants, including leverage ratio, adjusted leverage ratio and fixed charge coverage ratio requirements.

The Credit Agreement contains customary events of default. Upon the occurrence of an event of default that remains uncured after any applicable cure period, the lenders' commitment to make further loans may terminate and SESI may be required to make immediate repayment of all indebtedness to the lenders, and the lenders would be entitled to pursue other remedies against SESI, the collateral and the Company and the other guarantors under their guaranty.

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**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 above is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

10.1 First Amended and Restated Credit Agreement dated July 1, 2007 among Superior Energy Services, Inc., SESI, L.L.C., JPMorgan Chase Bank, N.A. and the 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: July 6, 2007

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**EXHIBIT INDEX**

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